

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA  
TUESDAY, JULY 17, 2018 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**ALBERT MENDIVIL**  
*Vice Mayor*

**JERRY CANO**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website [www.nationalcityca.gov](http://www.nationalcityca.gov).

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

*1243 National City Blvd.  
National City  
619-336-4240*

*Meeting agendas and  
minutes available on web*

**WWW.NATIONALCITYCA.GOV**

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

**CONSENT CALENDAR:** Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.*

*Spanish to English interpretation services are available to members of the public who wish to speak to the City Council during the meeting. "Request to Speak" forms requesting interpretation must be filed within the first two hours of the meeting.*

*Español a los servicios de interpretación Inglés de audio está disponibles para los miembros del público que desean hablar con el Ayuntamiento durante del Consejo Municipal. "Solicitud para hablar de" formas solicitud de interpretación deben ser presentadas dentro de las dos primeras horas del Consejo Municipal.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**

**OPEN TO THE PUBLIC**

**A. CITY COUNCIL**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**AWARDS AND RECOGNITIONS**

1. [Employee of the Quarter 2018 - Police Officer Kyle Fitchhorn. \(Police\)](#)
2. [Life Saving Recognition for Captain Derek Jones and Firefighter Nicholas Black. \(Fire\)](#)

**PRESENTATIONS**

3. [Farewell to the 2017-2018 Miss National City Court and Introduction of the 2018-2019 Miss National City Court. \(Community Services\)](#)

**INTERVIEWS / APPOINTMENTS**

**CONSENT CALENDAR**

4. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
5. [Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the Agreement for each of the two \(2\) subsequent fiscal years. \(Finance\)](#)
6. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to extend the Agreement with Countywide Mechanical Systems, Inc., for an additional one \(1\) year, to provide Heating, Ventilating and Air Conditioning \(HVAC\) maintenance](#)

- and repair services at city facilities, with a contract amount not to exceed \$170,412. (Engineering/Public Works)
7. Resolution of the City Council of the City of National City 1) authorizing the Mayor to execute Program Supplement Agreement No. R16 for the acceptance of State Highway Account (SHA) funds in the amount of \$90,000 through the Systematic Safety Analysis Report Program (SSARP); 2) authorizing the use of the General Fund balance to provide matching funds in the amount of \$10,000, as required by the State of California Department of Transportation (Caltrans) for SSARP projects; and 3) authorizing the establishment of an Engineering Grants Fund appropriation in the amount of \$90,000 and a corresponding revenue budget. (Engineering/Public Works)
  8. Resolution of the City Council of the City of National City authorizing the acceptance of Federal Active Transportation Grant funds in the amount of \$300,000, with no matching funds required, for the National City Safe Routes to School (SRTS) Pedestrian Enhancements Project, and authorizing the establishment of a Safe Routes to School fund appropriation in the amount of \$300,000 and a corresponding revenue budget for the National City SRTS Pedestrian Enhancements Project. (Engineering/Public Works)
  9. Resolution of the City Council of the City of National City authorizing an increase in the amount of \$70,000 to the Gas Taxes Fund appropriation (109-416-221-285-0000) and use of Gas Taxes Fund balance for payment of traffic signal light repair and maintenance. (Engineering/Public Works)
  10. Resolution of the City Council of the City of National City accepting an Emergency Access Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the easement. (Engineering/Public Works)
  11. Resolution of the City Council of the City of National City accepting a Public Access Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the easement. (Engineering/Public Works)
  12. Resolution of the City Council of the City of National City accepting a General Utilities Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the



certification thereof evidencing the City's consent to and acceptance of the easement. (Engineering/Public Works)

13. Resolution of the City Council of the City of National City approving a Relocation Plan as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and any other applicable federal and state laws for the relocation of two residential tenants and one commercial tenant located at 302 W. 19th Street in National City for the total not-to-exceed amount of \$250,000; and authorizing the establishment of a Sewer Service Fund appropriation in the amount of \$250,000 and the use of Sewer Service Fund balance. (Housing & Economic Development)
14. Investment transactions for the month ended May 31, 2018. (Finance)
15. Warrant Register #49 for the period of 05/30/18 through 06/05/18 in the amount of \$4,131,984.66. (Finance)
16. Warrant Register #50 for the period of 06/06/18 through 06/12/18 in the amount of \$1,545,377.74. (Finance)

#### **PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS**

17. Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Table 18.24.050 (Allowable Land Uses, Mixed-Use Zones), Table 18.25.020 (Allowable Land Uses, Industrial Zones), and Section 18.50.010 (Glossary) to provide for Wine Tasting Rooms. (Applicant: City-Initiated Land Use Amendment) (Case File 2018-09 A) (Planning) (Companion Item #18)

#### **NON CONSENT RESOLUTIONS**

18. Resolution of the City Council of the City of National City amending City Council Policy No. 707, entitled "Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards" to provide for the operation of wine tasting rooms. (Applicant: City-Initiated Land Use Amendment) (Case File 2018-09 A) (Planning) (Companion Item #17)
19. Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2019 from 0.79 cent per \$100 of assessed valuation to 0.73 cent. (Finance)
20. Resolution of the City Council of the City of National City reciting the results of the Special Municipal Election held on Tuesday, June 5, 2018

[declaring the vote pursuant to California Election Code 10262 and such other matters as provided by law. \(City Clerk\)](#)

## **NEW BUSINESS**

21. [Notice of Decision - Planning Commission approval of a Zone Variance to allow for a reduced rear-yard setback of a proposed single-family residence located on the west side of "D" Avenue north of East 29th Street. \(Applicant: Jeffrey Silva\) \(Case File 2017-17 Z\) \(Planning\)](#)
22. [Temporary Use Permit - 2nd Annual Bayside Brew and Spirits Festival sponsored by the National City Chamber of Commerce at Pepper Park on September 29, 2018 with a request for waiver of fees. \(Neighborhood Services\)](#)
23. [Certificate of Sufficiency of Petition - Rent Control and Direct Further Action Under Section 9215 of the Election Code. \(City Clerk\)](#)

## **B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY**

### **CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **NEW BUSINESS - HOUSING AUTHORITY**

## **C. REPORTS**

### **STAFF REPORTS**

### **MAYOR AND CITY COUNCIL**

### **CLOSED SESSION REPORT**

## **ADJOURNMENT**

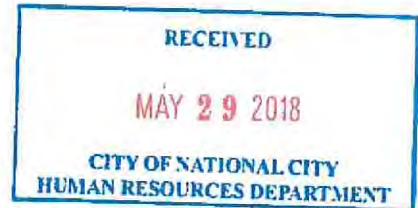
Adjourned Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - July 24, 2018 - 6:00 p.m. - Council Chambers - National City, California.

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - September 4, 2018 - 6:00 p.m. - Council Chambers - National City, California.

City Council Legislative Recess:

August 7, 2018 - City Council Meeting - Dispensed With  
August 21, 2018 - City Council Meeting - Dispensed With

The following page(s) contain the backup material for Agenda Item: Employee of the Quarter 2018 - Police Officer Kyle Fitchhorn. (Police)



**Performance Recognition Award  
Nomination Form**

I nominate KYLE FITCHHORN  
for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Officer Fitchhorn initiated a project to combat illegal street racers that are damaging the parking lot to Planet Fitness at 500 Mile of Cars Way on Sunday nights. The racers are drag racing in the lot along with other illegal activity. The property owner met with Officer Fitchhorn to complain about the damage and trash left behind. Officer Fitchhorn initiated a project to deal with the problem. Officer Fitchhorn met with allied agencies and planned operations targeting the racers. Officers from National City PD, CHP, and San Diego PD have conducted directed enforcement in the area on three consecutive Sundays resulting in numerous citations, impounds, and arrests. As a result the crowd has dwindled, and the property manager met with a police employee at a recent council meeting and relayed his appreciation for Officer Fitchhorn's efforts, which will be continuing until the problem is eliminated.

**FORWARD COMPLETED NOMINATION TO:**

National City Performance Recognition Program  
Human Resources Department

Nominated by: SERGEANT MATT SMITH

Signature: [Signature] Date: 05/21/18

*Approved*  
*[Signature]*  
*5-22-18*

The following page(s) contain the backup material for Agenda Item: Life Saving Recognition for Captain Derek Jones and Firefighter Nicholas Black. (Fire)

Item # \_\_\_\_

07/17/18

**LIFE SAVING RECOGNITION FOR CAPTAIN DEREK JONES AND  
FIREFIGHTER NICHOLAS BLACK.**

**(FIRE)**



The following page(s) contain the backup material for Agenda Item: Farewell to the 2017-2018 Miss National City Court and Introduction of the 2018-2019 Miss National City Court. (Community Services)

**Item # \_\_\_\_**

**7/17/18**

**Farewell to the 2017-2018 Miss National City Court and Introduction  
of the 2018-2019 Miss National City Court.  
(Community Services)**

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_  
07/17/18

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute an Agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the Ag

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

**PREPARED BY:** Javier Carcamo, Financial Services Officer

**DEPARTMENT:** Finance

**PHONE:** 619-336-4330

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

See attached staff report

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

See attached staff report.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**   **INTRODUCTION:** ☐   **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Staff Report
2. Agreement
3. Resolution



## City Council Staff Report

July 17, 2018

### ITEM

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

### BACKGROUND

The City has received independent auditing services from The Pun Group, LLP, formerly Pun & McGeady, LLP, for the past five years. In anticipation of the expiration of its agreement with the Pun Group, the City issued a request for proposals ("RfP") for independent auditing services on April 26, 2018.

### REQUEST FOR PROPOSALS

The RfP solicited responses from qualified firms to audit the City's financial statements, as well as the financial statements of its component units for the fiscal years ending June 30, 2018, 2019, and 2020. The specifications required that the audit be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the provision of the Single Audit Act of 1996 and Uniform Guidance, and all applicable Governmental Accounting Standard Board statements.

### REQUEST FOR PROPOSALS PROCESS

As noted above, the City issued the RfP for professional audit services on April 26, 2018. The City posted the RfP on its website and the California Society of Municipal Finance Officers (CSMFO) website. Responses to the RfP were due by 4:00 pm on May 14, 2018.

The City received seven (7) proposals in response to the RfP. The firms submitting proposals, listed in alphabetical order, are:

Crowe Horwath;  
Gruber & Associates;  
Harshwal & Company, LLP;  
Lance Soll & Lunghard, LLP;



Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

July 17, 2018

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Pun Group, LLP;  
Van Lant & Fankhanel, LLP;  
White Nelson Diehl Evans, LLP.

The evaluation committee, a team of three City staff members, reviewed the proposals in accordance with the evaluation criteria set forth in the RfP. The evaluation committee included the following members:

Javier Carcamo, Financial Services Officer;  
Carlos Aguirre, Acting Director of Housing & Economic Development;  
Arnold Ocana, Senior Accountant.

The evaluation committee evaluated and ranked the proposals of all firms, based upon the following factors:

- quality and responsiveness of the proposal;
- relevant experience with similar engagements;
- demonstrated knowledge of the work/services required;
- staff qualifications and experience;
- proposed audit approach; and
- cost of services.

The evaluation committee members individually reviewed and evaluated each firm's proposal based on the evaluation criteria set forth in the RfP. The firms submitting proposals, which demonstrated the most significant relevant experience with similar engagements and knowledge of the scope of work, were invited to provide an oral presentation to the committee followed by an interview. The firms selected for presentations and interviews, listed in alphabetical order, are:

Lance Soll & Lunghard, LLP;  
Pun Group, LLP;  
White Nelson Diehl Evans, LLP.

After reviewing and considering each proposal and the information received during oral presentations and interviews, the evaluation committee selected The Pun Group, LLP as the highest-ranking firm to provide independent auditing services to the City.

#### **THE PUN GROUP, LLP (section from proposal)**

The Pun Group, LLP, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm that is comprised of forty (40) professionals providing auditing, accounting, and advisory services to our clients.

Resolution of the City Council of the City of National City authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

July 17, 2018

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Our Partners' Group—which includes Kenneth H. Pun, Vanessa I. Burke, John F. Georger, Jr., Gary M. Caporicci, Lisa B. Lombard, Frances J. Kuo, and Heidy K. Chow—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than two hundred (200) years of combined experience in the industry, we have become a trusted business partner, and are well respected as leaders in the industry in one of the fastest growing firms. With nearly 100 government agency audit clients and Partners who have a real passion for the industry, we believe we are unmatched in terms of expertise.

## RECOMMENDATION

Staff recommends the City Council approve the resolution, authorizing the Mayor to execute an agreement with The Pun Group, LLP for independent auditing services for the fiscal years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) additional one-year options.

## FISCAL IMPACT

An appropriation for professional audit services is incorporated in the fiscal year 2019 proposed budget. This is a multi-year agreement with funds to be included in future years' budgets.

The not-to-exceed amounts for each fiscal year of the agreement are as follows:

<b>Agreement Year<sup>1</sup></b>	<b>Budget Fiscal Year</b>	<b>General Fund</b>	<b>HCVP Fund</b>	<b>Morgan &amp; Kimball Enterprise Funds</b>	<b>Not to Exceed Fee</b>
1	2019	43,500	3,500	14,000	61,000
2	2020	44,370	3,570	14,280	62,220
3	2021	45,257	3,641	14,566	63,464
4 <sup>1</sup>	2022	46,164	3,714	14,856	64,734
5 <sup>1</sup>	2023	47,085	3,789	15,154	66,028

<sup>1</sup> The City has the option to extend the agreement under the same terms and conditions for year 4 and year 5.

## ATTACHMENTS

Attachment 1 – The Pun Group, LLP Agreement

Attachment 2 – Resolution

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
THE PUN GROUP, LLP**

THIS AGREEMENT is entered into on this 17th day of July, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and THE PUN GROUP, LLP, a Limited Liability Partnership (the "CONSULTANT").

**RECITALS**

WHEREAS, the CITY desires to employ a CONSULTANT to provide independent auditing services.

WHEREAS, the CITY has determined that the CONSULTANT is a certified public accounting firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to perform professional auditing services, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 3, 2018. The duration of this Agreement is for the period of July 17, 2018 through June 30, 2021, corresponding to audit services provided for fiscal years ending June 30, 2018 to June 30, 2020. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform those auditing and accounting services as set forth in the attached Exhibit "A".

The CONSULTANT'S services will be based upon tests of accounting records and other supporting evidence for selected periods during the fiscal year under review sufficient to enable the CONSULTANT to express an informed written opinion on: (1) the financial position of the various funds of the City; (2) the propriety of accounting principles followed; (3) compliance with applicable laws; and (4) the financial accountability of officers and employees.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in

advance by the CITY. The CONSULTANT shall appear at meetings on an as-needed basis, to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** Mark Roberts, Director of Finance, hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Kenneth H. Pun thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed amounts set forth in Exhibit "B". The compensation for the CONSULTANT'S work shall not exceed the rates set forth in Exhibit "B". Invoices will be processed as set forth in Exhibit "B" for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

Consistent with Section 7, the CONSULTANT shall maintain, at CONSULTANT'S expense, all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred for a minimum of seven (7) years, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for at least seven (7) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** All working papers and reports must be retained, at the CONSULTANT'S expense, for a minimum of seven (7) years, unless CONSULTANT is notified in writing by the CITY of the need to extend the retention period. The CONSULTANT will be required to make working papers available, upon request, to the following parties or their designees:

- The City Of National City;
- U.S. Department of Housing and Urban Development (HUD);
- U.S. General Accounting Office (GAO);
- State of California, Office of the State Controller
- Parties designated by the federal or state governments or by the CITY as part of an audit quality review process; and,
- Auditors of entities of which the CITY is a sub-recipient of grant funds.

In addition, the CONSULTANT shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or



hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any

increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees



or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☒ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30)

days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees

incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

**19. TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

**20. NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY:      Mark Roberts  
                    Director of Finance  
                    Department of Finance  
                    City of National City  
                    1243 National City Boulevard

National City, CA 91950-4397

To CONSULTANT:

Kenneth H. Pun, CPA, CGMA  
Managing Partner  
The Pun Group, LLP  
4365 Executive Drive, Suite 710  
San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☒ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONSULTANT.

22. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. **MISCELLANEOUS PROVISIONS.**  
A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date



shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party

has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**


By: \_\_\_\_\_  
Ron Morrison, Mayor

APPROVED AS TO FORM:  
Angil P. Morris-Jones  
City Attorney

By: \_\_\_\_\_  
Roberto M. Contreras  
Deputy City Attorney

**THE PUN GROUP, LLP**

*(Corporation – signatures of two corporate officers required)  
(Partnership or Sole proprietorship – one signature)*

By:   
(Name)

Kenneth H. Pun  
(Print)

MANAGING PARTNER  
(Title)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

## **Exhibit A**

### **Scope of Work**

**A. The Consultant will be required to perform the following tasks:**

1. audit of all funds of the City in accordance with the United States Government Accountability Office's Generally Accepted Government Auditing Standards;
2. preparation, including word processing, of the City's CAFR and the financial statements of its component units in compliance with applicable GASB statements;
3. Gann limit review pertaining to the City's appropriation limit, rendering a letter annually regarding compliance;
4. City-wide audit of the expenditures of federal grants in accordance with Uniform Guidance and preparation of the appropriate reports, testing two (2) major programs, including the Housing Choice Voucher Program ("HCVP");
5. financial and compliance audit of the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") including Kimball Towers;
6. separate United States Department of Housing and Urban Development (HUD) required single audit of Morgan Towers in accordance with Uniform Guidance;
7. commission single audit of federal grants allocable to HCVP in accordance with Uniform Guidance; and
8. Real Estate Assessment Center electronic submission to HUD and related attestations.

**B. Additional Services:**

1. compile the Annual State Controller's Report for the City; and
2. serve as a resource and provide training to professional accounting staff on preparation of financial statements and best practices in conformance with applicable laws and governmental accounting standards.
3. provide on-going, infrequent consulting services for financial issues that may occur throughout the year. No additional charges are to be made by the Consultant for these financial consulting services.

**C. Auditing Standards to be followed:**

The Consultant shall review the financial records and all the various funds of the City and prepare all the financial statements in conformance with:

1. generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA);
2. the standards applicable to financial audits contained in *Government Auditing Standards (2011 revision)* issued by the Comptroller General of the United States;
3. the provisions of the Single Audit Act of 1996 and the provisions of Uniform Guidance; and
4. all applicable GASB statements.

**D. Reports to be Issued:**

Following the completion of the audit of the fiscal year's financial statements, the Consultant shall issue:

1. a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for all entities listed above;
2. a report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards;
3. a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with Uniform Guidance (Single Audit);
4. a schedule of Expenditures of Federal Awards together with applicable notes to this schedule (Single Audit);
5. a schedule of findings and questioned costs (Single Audit);



6. status of prior year findings (Single Audit); and

7. Form SF-SAC, Data Collections Form for Reporting of Audits of States, Local Governments and Non-Profit Organizations.

8. In the required reports on internal controls the Consultant shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Consultant shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

The reports on compliance shall include all instances of noncompliance.

#### **E. Irregularities and Illegal Acts**

The Consultant shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Council, City Manager, City Attorney, and Director of Finance.

#### **F. Special Requirements**

##### **1. Budget**

In accordance with provisions of the municipal code of the City, it is the duty of the City Manager to prepare and submit to the City Council the annual budget and such reports as may be required by that body. The Consultant shall examine the final budget document (<http://www.nationalcityca.gov>) as approved by the City Council and compare the estimated revenues and appropriations as shown in the budget document with the entries recorded on the revenue ledger and the appropriation ledger maintained by the Department of Finance.

##### **2. Funds**

The Consultant shall examine City ordinances or resolutions, and minutes of the City Council pertaining to all funds of the City to determine the purpose of each fund and the proper disposition of all funds revenues, expenditures, and year-end balances. The Consultant shall examine the various fund transactions and balances in each fund and prepare the appropriate financial statements for the audit report. The Consultant shall review the City's municipal code Chapter 4.04.010 – Funds. The Consultant shall advise regarding the necessary funds and designation as established by the aforementioned municipal code.

##### **3. Verification of Cash and Securities**

a. Cash and Checks: The Consultant shall count all cash and checks in the Department of Finance as of June 30. The Consultant shall subsequently be satisfied that all items counted and verified are deposited in the City's depository bank. Investment securities owned by the City and held in safekeeping by the City's various banks and financial institutions shall be verified as to their existence as of June 30.

Written confirmation shall be obtained from all City depositories of balance on hand at June 30.

b. Surprise Cash Counts: The Consultant shall make, during the year, at least two surprise cash counts of the funds in the Department of Finance in cooperation with staff members.

c. Collateral Pledged for Funds on Deposit: The Consultant shall examine the records of pledged collateral and make such tests of depository bank pooled collateral operations as may be necessary to express an opinion as to the legal sufficiency of the collateral to safeguard the City's bank deposits.

d. Accounting Records: The Consultant shall examine the City's internal accounting and administrative controls to determine that accounting procedures are adequate to safeguard assets and provide reasonable assurance of proper recording of financial transactions.

#### **4. Assets**

a. Cash and Investments: Treasury and investment operations are the responsibility of the Department of Finance and the City Treasurer. The Consultant shall verify the cash balances and the existence of the investments. The investments market value shall be reviewed and compared to book value. The Consultant shall review balances as of June 30 and investments earnings recorded during the fiscal year. The footnote disclosure shall be in compliance with the corresponding GASB statements.

b. Fixed Assets: The Consultant shall examine the procedures for recording the acquisition of and the disposal of property owned by the City. The Consultant shall compare the annual inventories of property with the controls maintained by the Department of Finance. The Consultant shall review the transactions involving fixed assets to the extent necessary to assure that accountability for fixed assets is maintained.

#### **5. Liabilities**

a. Accounts Payable: The Consultant shall make a sufficient examination of accounts payable to enable them to determine that, in general, they bear evidence of verification and approval with supporting documents such as purchase orders, vendor's invoices, receiving reports, transportation bills, contracts and other documents where necessary. The Consultant shall also be satisfied that the claims were charged against the proper departmental appropriations and that funds were available at the date the purchase was made.

b. Bonded Debt: The Consultant shall examine the amount of bonded debt of the City and the outstanding debt determined by the Consultant, and it should be reconciled to the accounting records of the City by fund and amount outstanding as of June 30.

c. Other Liabilities and Deferred Credits: The Consultant shall be satisfied as to the fairness of the accounts representing other liabilities and deferred credits.

#### **6. Fund Balances**

The Consultant shall examine revenues and expenditures by funds and analyze the changes in fund balances for the financial statement of each fund in the audit report.

#### **7. Single Audit Act**

The Consultant shall perform a financial and compliance audit under the Single Audit Act of 1996 and in accordance with OMB Uniform Guidance.

The Single Audit Report will include the schedule of expenditures of federal awards, footnotes, findings, and questioned costs, including reportable conditions and material weaknesses, and follow up on prior year audit findings, if applicable. The Single Audit Report is not to be included in the CAFR, but is to be issued separately.

#### **G. Audit Schedule; Entrance Conference, Progress Reporting and Exit Conferences; Audit Presentation**

The Consultant shall provide the City with an audit plan and a list of schedules to be prepared by City personnel prior to the beginning of fieldwork. Interim fieldwork would be expected to be performed in May of each year with the final phase of fieldwork commencing in October of each year.

The City will attempt to have the books closed and all agreed upon schedules available for the Consultant by **September 30 of each year.**

The Consultant shall have drafts of the final reports and recommendations to management available for review by the Director of Finance by the following date(s):

- November 30 of each year or the first business day thereafter if November 30 is not a normal business day.

An entrance conference should be scheduled prior to beginning interim fieldwork. Progress reports are expected on at least a monthly basis to the Director of Finance. An exit conference to summarize the results of fieldwork and to review significant findings is expected on the last day of fieldwork or shortly thereafter.

The Consultant will be required to present the City financial statements to the City Council.

#### **H. Final Reports**

The Department of Finance will complete their review of the draft report as expeditiously as possible. This process is not expected to exceed two weeks. During that period, the Consultant should be available for any meetings that may be necessary to discuss the drafts. Once all issues for discussion are resolved, the final signed report shall be delivered to the Director of Finance within ten working days. It is anticipated that this process will be completed and the final reports delivered by the following dates: December 31 of each year.

The Consultant is responsible for the printing, binding and delivery of the following copies of each audit reports:

- 20 copies – City of National City CAFR
- 10 copies – Single Audit Report
- 5 copies – Separate HUD single audit of Morgan Towers

In addition to the final hard copies listed above an electronic version of the report is to be provided in an Adobe Acrobat PDF format (with optical character recognition (OCRJ) and an unbound reproducible master.

#### **I. Assistance to be provided to Consultant and Report Preparation**

##### **1. Department of Finance Assistance**

The Department of Finance staff and responsible management personnel will be available during the audit to assist Consultant by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of City, with the assistance of the Consultant.

City staff will assist Consultant in identifying and locating supporting documentation. Consultant may be responsible for pulling some files and refiling them depending on the items requested.

##### **2. Information Technology Services (ITS) Assistance**

Information Technology Service Department personnel will be available to provide system's documentation and explanations. The Consultant will be provided computer time and the use of the City's computer hardware and software.

**3. Statements and Schedules to be prepared by City Staff**

The City will prepare the following statements and schedules for the Consultant. Additional statements or schedules may be prepared if mutually agreed upon in advance.

**a. General Purpose Financial Statements**

- Cash and Investments
- Cash with Fiscal Agent/Trustee
- Schedule of Investments
- Interest receivable
- Schedule of transfers-in and transfers-out
- Schedule of Fixed Asset
- Compensated Absences
- Insurance and claims payable schedule
- Schedule of Long-term Debt
- Bank Reconciliation
- Loans Receivable & Payable
- Accounts Receivable & Accounts Payable
- Advances Receivable & Payable between Funds
- Schedule of fund balance classification
- CalPERS Actuarial Valuation Report and Accounting Valuation Report

**b. Single Audit**

Schedule of Expenditures of Federal Awards (SEFA)

**4. Work Area, Telephones, Photocopying and FAX Machines**

The City will provide the Consultant with reasonable work space, desks and chairs. The Consultant will also be provided with access to a telephone line, photocopying machine and FAX machine.

## Exhibit B

### Compensation and Payments

Services to be rendered	FY 2018	FY 2019	FY 2020	FY 2021 <sup>1</sup>	FY 2022 <sup>1</sup>
City Audit, including CAFR	31,000	31,620	32,252	32,897	33,555
Single Audit - 2 Major Programs	8,000	8,160	8,323	8,490	8,659
GANN Limit	Included	Included	Included	Included	Included
Annual State Controller's Report	4,500	4,590	4,682	4,775	4,871
Financial and Compliance Audit of CDC, including Kimball Towers	7,000	7,140	7,283	7,428	7,577
Separate HUD - Required Single Audit Morgan Towers	7,000	7,140	7,283	7,428	7,577
Commission Single Audit of Federal Grants Allocable to Housing Choice Voucher Program	3,500	3,570	3,641	3,714	3,789
REAC Electronic Submission to HUD and Related Attestations	Included	Included	Included	Included	Included
<b>Total for Fiscal Year (not-to-exceed)</b>	<b>61,000</b>	<b>62,220</b>	<b>63,464</b>	<b>64,732</b>	<b>66,028</b>

### Standard Billing Rates (per hour)

Position	FY 2018	FY 2019	FY 2020	FY 2021 <sup>1</sup>	FY 2022 <sup>1</sup>
Partners	250	258	265	273	281
Managers	200	206	212	219	225
Supervisor	175	180	186	191	197
Senior Accountants	150	155	159	164	169
Staff Accountants	125	129	133	141	141
Clerical	100	103	106	113	113

### Invoice Payments<sup>2</sup>

Work Performed	% of Proposal Amount
For Planning	10%
For Interim Work	40%
For Year-End Work	40%
At Presentation and Acceptance of Final Reports	10%
<b>Total</b>	<b>100%</b>

<sup>1</sup> The City has the option to extend the agreement under the same terms and conditions for year 4 and year 5.

<sup>2</sup> Invoices will cover a period at least one calendar month. The invoices will be charge for work performed based on the percentage of the proposal amount as shown above.



RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
THE PUN GROUP, LLP FOR INDEPENDENT AUDITING SERVICES  
FOR THE FISCAL YEARS ENDING JUNE 30, 2018 TO JUNE 30, 2020  
WITH THE OPTION TO EXTEND THE AGREEMENT FOR  
EACH OF THE TWO (2) SUBSEQUENT FISCAL YEARS

WHEREAS, on April 26, 2018, the City posted a Request for Proposals ("RFP") for professional audit services and received seven (7) proposals in response by the May 14, 2018 deadline; and

WHEREAS, after reviewing and considering each proposal and the information received during oral presentations and interview, the evaluation committee selected The Pun Group, LLP as the highest-ranking firm to provide independent auditing services to the City; and

WHEREAS, The Pun Group, LLP is a certified public account firm and is qualified by experience and ability to perform the services desired by the City, and The Pun Group is willing to perform such services for Fiscal Years ending June 30, 2018 to June 30, 2020 with the option to extend the term of the Agreement for the two subsequent Fiscal Years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute an Agreement with The Pun Group, LLP for independent auditing services for the Fiscal Years ending June 30, 2018 to June 30, 2020 with the option to extend the agreement for each of the two (2) subsequent fiscal years.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to extend the Agreement with Countywide Mechanical Systems, Inc., for an additional one (1) year, to provide Heating, Ventilating and Air Condit

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to Extend the Agreement with Countywide Mechanical Systems, Inc., for an additional one (1) year, to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services at city facilities, with a contract amount not to exceed \$170,412.

**PREPARED BY:** Ray Roberson

**PHONE:** 619-336-4583

**DEPARTMENT:** Engineering and Public Works

**APPROVED BY:** 

**EXPLANATION:**

On August 15, 2017, City Council adopted Resolution No. 2017-163 entering into a Service Agreement with Countywide Mechanical Systems, Inc. to provide Heating, Ventilating, and Air Conditioning (HVAC) annual maintenance and repair services. The Agreement makes provision to extend the Agreement, if desired by both parties, for an additional one (1) year term. The parties may exercise up to two (2) one-year extensions.

Based on the quality of work and response time provided by Countywide Mechanical Systems, Inc. during its first year under the Agreement, both parties desire to extend the contract for one (1) additional year. This is the first extension. The dates of the extension will be September 1, 2018 through August 31, 2019, with a contract amount not to exceed \$170,412.

The extension requires City Council approval.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** 

**APPROVED:**

**FINANCE**

**MIS**

Cost appropriated through 626-416-223-288-0000 Facilities Maintenance Fund - \$170,412

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt the resolution authorizing the Mayor to execute a First Amendment to Extend the Agreement with Countywide Mechanical Systems, Inc., for one (1) year, to provide Heating, Ventilating and Air Conditioning (HVAC) maintenance and repair services at city facilities.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. First Amendment to Extend the Agreement
2. Resolution



**FIRST AMENDMENT TO EXTEND THE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
COUNTYWIDE MECHANICAL SYSTEMS, INC.**

THIS FIRST AMENDMENT TO EXTEND THE AGREEMENT is entered into this 31st day of July, 2018, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and COUNTYWIDE MECHANICAL SYSTEMS, INC., a California corporation (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on September 1, 2017 ("the Agreement"), wherein the CONTRACTOR agreed to provide City-wide, on-site HVAC annual maintenance and repair services, for a not-to-exceed amount of \$170,412.

WHEREAS, the CITY and the CONTRACTOR desire to enter into this First Amendment to extend the Agreement upon the same terms and conditions for an additional one (1) year term.

WHEREAS, the City Council has authority to approve any extension of the Agreement.

**AGREEMENT**

NOW, THEREFORE, the parties hereto agree as follows:

1. The Agreement entered into on September 1, 2017, shall be amended to extend the term of the Agreement for one (1) year, for the period September 1, 2018 through August 31, 2019, for a total not-to-exceed amount of \$170,412.
2. The parties further agree that with the foregoing exception, each and every term and provision of the Agreement dated September 1, 2017, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Extend the Agreement on the date and year first above written.

**CITY OF NATIONAL CITY**

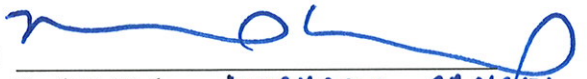
By: \_\_\_\_\_  
Ron Morrison, Mayor


APPROVED AS TO FORM:

Angil P. Morris-Jones  
City Attorney

\_\_\_\_\_  
By: Roberto M. Contreras  
Deputy City Attorney

**COUNTYWIDE MECHANICAL  
SYSTEMS, INC., a California corporation**

By:   
~~Paul B. Duke~~ **MICHAEL CANCEL**  
~~President~~

By:   
Randy Signore  
Vice President,  
Service and Special Operations

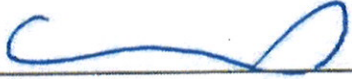


February 17, 2017

City of National City  
1243 National City Blvd.  
National City, CA 91950

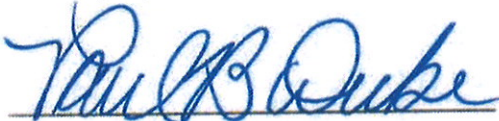
The individual below is authorized to sign for all matters regarding the Short Form Services Agreement between the City of National City and Countywide Mechanical Systems, Inc. and that his signature legally binds Countywide Mechanical Systems, Inc. to the agreement.

1. Michael Cancel  
(Printed Name)

  
(Signature)

Service Operations Manager  
(Title)

Thank you,

  
(Signature)

Paul B. Duke, President

2-17-17

(Date)

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RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO  
THE AGREEMENT WITH COUNTYWIDE MECHANICAL SYSTEMS, INC.,  
TO EXTEND THE TERM OF THE AGREEMENT FOR AN ADDITIONAL  
ONE (1) YEAR TO PROVIDE HEATING, VENTILATING, AND  
AIR CONDITIONING (HVAC) MAINTENANCE  
AND REPAIR SERVICES AT CITY FACILITIES

WHEREAS, on August 15, 2017, the City Council adopted Resolution No. 2017-163 entering into an Agreement with Countywide Mechanical Systems, Inc. ("Countywide"), to provide heating, ventilating, and air conditioning (HVAC) maintenance and repair services at City facilities, for a not to exceed amount of \$170,412, with an option for two one-year extensions; and

WHEREAS, based on the quality of work and response time provided by Countywide, the parties desire to exercise the option to extend the term of the Agreement for one year, for the period of September 1, 2018 through August 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement with Countywide Mechanical Systems, Inc., to extend the term of the Agreement for an additional one (1) year to provide heating, ventilating, and air conditioning (HVAC) maintenance and repair services at City facilities.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City 1) authorizing the Mayor to execute Program Supplement Agreement No. R16 for the acceptance of State Highway Account (SHA) funds in the amount of \$90,000 through the Systematic Safety Analysis Re



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City 1) authorizing the Mayor to execute Program Supplement Agreement No. R16 for the acceptance of State Highway Account (SHA) funds in the amount of \$90,000 through the Systematic Safety Analysis Report Program (SSARP); 2) authorizing the use of the General Fund balance to provide matching funds in the amount of \$10,000, as required by the State of California Department of Transportation (Caltrans) for SSARP projects; and 3) authorizing the establishment of a Engineering Grants Fund appropriation in the amount of \$90,000 and a corresponding revenue budget.

**PREPARED BY:** Jose Amador, Assistant Engineer - Civil

**PHONE:** 619-336-4362

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

SSARP Grant - \$90,000  
Revenue Account No. 296-06044-3463  
Expenditure Account No. 296-409-500-598-6044  
Citywide Traffic Safety Study  
Project - SSARP Grant

**APPROVED:** 

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

Local Match - \$10,000  
General Fund (001)

**ENVIRONMENTAL REVIEW:**

Categorical Exemption per Class 6 (Information Collection), Section 15306, 2016 California Environmental Quality Act (CEQA).

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution authorizing the Mayor to execute Program Supplement Agreement No. R16 for the acceptance of State Highway Account (SHA) funds in the amount of \$90,000 through the Systematic Safety Analysis Report Program (SSARP); 2) authorizing the use of the General Fund balance to provide matching funds in the amount of \$10,000, as required by the State of California Department of Transportation (Caltrans) for SSARP projects; and 3) authorizing the establishment of a Engineering Grants Fund appropriation in the amount of \$90,000 and a corresponding revenue budget.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Program Supplement Agreement
3. Resolution

### Explanation

On May 19, 2017 the California Department of Transportation (Caltrans) awarded a \$90,000 Systematic Safety Analysis Report Program (SSARP) grant for the Citywide Traffic Safety Study. Caltrans has allocated \$90,000 for program implementation. There is a local match requirement of \$10,000 available through use of the General Fund balance.

This program implementation shall examine three years of crash data. Findings from study will be grouped by the 4E's of Safety (engineering, enforcement, education, and emergency medical services) and will be used to develop a comprehensive planning document identifying safety projects that reduce or eliminate potential traffic safety hazards. The intent of this program is to assist local agencies in performing a collision analysis, identifying safety issues, and develop a list of systemic low-cost countermeasures that can be used to prepare future HSIP and other safety program applications.

City Council Resolution authorizing the Mayor to execute Program Supplement Agreement No. R16 to Administering Agency-State Master Agreement No. 0013S is required to allow for reimbursement of eligible project expenditures through the Federal SSARP grant.

PROGRAM SUPPLEMENT NO. R16  
to  
ADMINISTERING AGENCY-STATE AGREEMENT  
FOR STATE FUNDED PROJECTS NO 00013S

Adv Project ID Date: May 22, 2018  
1118000224 Location: 11-SD-0-NATC  
Project Number: SSARPL-5066(037)  
E.A. Number:  
Locode: 5066

This Program Supplement, effective 5/14/18, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00013S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 05/02/07 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the ADMINISTERING AGENCY on \_\_\_\_\_ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Citywide

TYPE OF WORK: Citywide Safety Analysis

Estimated Cost	State Funds	Matching Funds		
	STATE \$90,000.00	LOCAL		OTHER
\$100,000.00		\$10,000.00		\$0.00

CITY OF NATIONAL CITY

By Ron Morrison

Title Mayor

Date \_\_\_\_\_

Attest Michael Dalia, City Clerk

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance

Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [Signature] Date 5/23/18 \$90,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

**STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION**  
**PROGRAM SUPPLEMENT AND CERTIFICATION FORM**  
**PSCF (REV. 01/2010)**

Page 1 of 1

<b>TO: STATE CONTROLLER'S OFFICE</b> <b>Claims Audits</b> <b>3301 "C" Street, Rm 404</b> <b>Sacramento, CA 95816</b>	<b>DATE PREPARED:</b> <b>5/23/2018</b>	<b>PROJECT NUMBER:</b> <b>1118000224</b>
	<b>REQUISITION NUMBER / CONTRACT NUMBER:</b> <b>RQS - 2660 - 111800000546</b>	

**FROM:**  
**Department of Transportation**

**SUBJECT:**  
**Encumbrance Document**

**VENDOR / LOCAL AGENCY:**  
**CITY OF NATIONAL CITY**

**\$90,000.00**

**PROCUREMENT TYPE:**

## Local Assistance

[illegible]

## ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 554-8410 or TDD (916) 3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.



**SPECIAL COVENANTS OR REMARKS**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3.
  1. This PROJECT is funded with State-Only funding from the Systemic Safety Analysis Report Program (SSARP). ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SSARP Guidelines under which the project was selected.
  2. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).
  3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SSARP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the SSARP funds.
  4. ADMINISTERING AGENCY agrees that SSARP funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide SSARP Coordinator prior to performing work.

**SPECIAL COVENANTS OR REMARKS**

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established by the SSARP Guidelines. The study and the Systemic Safety Analysis Report (SSAR) must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the SSAR report must be submitted to the DLAE within six (6) months of the report completion.
4. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE PROGRAM SUPPLEMENT  
AGREEMENT NO. 0R16 REV. 000 WITH THE STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE CITYWIDE  
TRAFFIC SAFETY STUDY TO ALLOW FOR REIMBURSEMENT OF  
UP TO \$90,000 IN ELIGIBLE PROJECT EXPENDITURES THROUGH  
THE SYSTEMATIC SAFETY ANALYSIS REPORT PROGRAM, AND  
AUTHORIZING THE ESTABLISHMENT OF AN ENGINEERING  
GRANTS FUND APPROPRIATION IN THE AMOUNT OF \$10,000  
AND A CORRESPONDING REVENUE BUDGET

WHEREAS, on May 19, 2017, the California Department of Transportation (Caltrans) awarded a \$90,000 Systematic Safety Analysis Report Program ("SSARP") grant for the Citywide Traffic Safety Study in which Caltrans allocated \$90,000 for program implementation; and

WHEREAS, there is a local match requirement of \$10,000 that is available in the Traffic Safety Enhancements CIP expenditure account through Fiscal Year 2019 CIP budget appropriations; and

WHEREAS, the SSARP implementation will examine three years of crash data that will be used to develop a comprehensive planning document identifying safety projects that will reduce or eliminate potential traffic safety hazards to assist local agencies in performing a collision analysis, identifying safety issues, and develop a list of systemic low-cost countermeasures that can be used to prepare future HSIP and other safety program applications; and

WHEREAS, to allow for the reimbursement of eligible project expenditures through the Federal SSARP grant, the City is required to execute Program Supplement Agreement No. R16 to Administering Agency-State Master Agreement No. 0013S.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute Program Supplement Agreement No. 0R16 Rev. 000 with the State of California Department of Transportation (Caltrans) for the Citywide Traffic Safety Study to allow for reimbursement of up to \$90,000 in eligible project expenditures through the Systematic Safety Analysis Report Program (SSARP).

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of an Engineering Grants Fund and a corresponding revenue budget appropriation in the amount of \$10,000.

*[Signature Page to Follow]*

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the acceptance of Federal Active Transportation Grant funds in the amount of \$300,000, with no matching funds required, for the National City Safe Routes to School (SRTS) Pedestrian E

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the acceptance of Federal Active Transportation Grant funds in the amount of \$300,000, with no matching funds required, for the National City Safe Routes to School (SRTS) Pedestrian Enhancements Project, and authorizing the establishment of a Safe Routes to School fund appropriation in the amount of \$300,000 and a corresponding revenue budget for the National City SRTS Pedestrian Enhancements Project.

**PREPARED BY:** Jose Lopez, P.E., Assistant Engineer - Civil

**PHONE:** 619-336-4312

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:** 

**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

ATP Grant - \$300,000  
Revenue Account No. 323-00000-3498  
Expenditure Account No. 323-409-500-598-6166  
(Citywide Safe Routes to School Project)  
There is no local match requirement.

**APPROVED:** 

**Finance**

**APPROVED:** \_\_\_\_\_

**MIS**

**ENVIRONMENTAL REVIEW:**

Caltrans Determination of Categorical Exclusion under 23 CFR 771.117(c): activity (c)(3), approved April 29, 2016, and revalidated May 29, 2018.

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing the acceptance of Federal Active Transportation Grant funds of \$300,000 and the establishment of Safe Routes to School fund appropriation of \$300,000 and corresponding revenue budget for the Citywide Safe Routes to School (SRTS) Ped Enhancements Project with no matching funds required.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Grant Award Letter
3. Resolution

## **Explanation**

On September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program (ATP) grant for the National City SRTS Ped Enhancements Project (Project).

On October 6, 2015, City Council adopted Resolution No. 2015-148 authorizing 1) the Mayor to execute Program Supplement Agreement Number N010 with Caltrans to allow for reimbursement of up to \$50,000 in eligible project expenditures, and 2) the appropriation of \$50,000 for the project. The remaining \$300,000 would be eligible for reimbursement once the State authorized the City to proceed.

The State has allocated the remaining \$300,000 (\$225,000 for the Plans, Specifications, and Estimate (PS&E) phase, and \$75,000 for the Right-of-Way (R/W) phase) for the Project. On June 15, 2018, Caltrans issued an Authorization to Proceed to the City for the PS&E and R/W phase, establishing the date for eligible reimbursement. There is no local match requirement.

The potential improvements will be based on barriers identified during a series of comprehensive Walk Audits as part of the City's SMART Foundation Plan. Pedestrian barriers identified during the walk audit include: lifted sidewalks, utility poles within sidewalks/pedestrian curb ramps, substandard pedestrian curb ramps, and a lack of crosswalks, pedestrian ramps, signage and signals. The project will address these barriers by providing the following enhancements: high visibility crosswalks, ADA accessible ramps with truncated domes, pedestrian crosswalk signs and sidewalk enhancements at key locations.

Staff recommends establishing appropriation of revenues and expenditures for \$300,000 in Federal Active Transportation Grant funds for the Project.

## DEPARTMENT OF TRANSPORTATION

OFFICE OF THE DIRECTOR

P.O. BOX 942873, MS-49

SACRAMENTO, CA 94273-0001

PHONE (916) 654-6130

FAX (916) 653-5776

TTY 711

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Serious drought.  
Help save water!

RECEIVED  
ENGINEERING DEPT.

2014 OCT -8 P 4:15

September 27, 2014

Mr. Kuna Muthusamy  
PE, Assistant Director of PW & Engineering  
City of National City  
1243 National City Blvd  
National City, CA 91950

Dear Mr. Muthusamy:

Congratulations! I am pleased to inform you that your project shown below has been awarded from Cycle 1 of the Active Transportation Program (ATP). Please be aware that your project may include ineligible items that will not be eligible for reimbursement.

Project Name	ATP Award Amount (\$1,000s)	14-15 Award \$ (\$1,000s)	15-16 Award \$ (\$1,000s)
National City SRTS Ped Enhancements	\$350	275	75

Requests for state-only funding must be submitted to the California Department of Transportation (Caltrans) ATP Program Manager no later than October 30, 2014, for consideration. Projects that have been awarded less than \$1M in ATP funds will have priority. The request form can be found in the Interim Active Transportation Program Guidelines, Chapter 22 of the Local Assistance Program Guidelines  
<http://www.dot.ca.gov/hq/LocalPrograms/atp/index.html>.

The ATP is a reimbursement program. Therefore, work cannot commence on your project until:

1. It is programmed in the current Federal Statewide Transportation Improvement Program (FSTIP),
2. Receives an allocation from the California Transportation Commission (CTC),
3. If federally funded, receives an authorization to proceed from the Federal Highways Administration.

"Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability"



Mr. Muthusamy  
September 27, 2014  
Page 2

The next step is to contact your District Local Assistance Engineer (DLAE) who can assist you in the programming, allocation, and authorization processes.

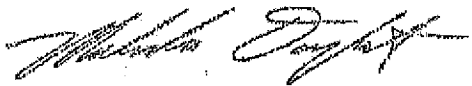
The ATP is intended to fund projects, such as yours, that will encourage increased use of active modes of transportation. Caltrans is very much aware of the nexus of transportation safety and health, and is committed to continue funding projects that will make a difference in California.

Please go to the Local Assistance ATP web page:  
<http://www.dot.ca.gov/hq/LocalPrograms/atp/index.html> at the end of September for upcoming ATP webinar dates.

If your project already has its environmental documentation; and it has not been submitted to the CTC, go to <http://www.ctc.ca.gov/programs/envIRON.htm> for instructions on that process.

If you have any questions about your project or the ATP please contact Teresa McWilliam, ATP Program Manager at 916-653-0328 or [Teresa.mcwilliam@dot.ca.gov](mailto:Teresa.mcwilliam@dot.ca.gov).

Sincerely,



Malcolm Dougherty  
Director

c: Laurel Janssen, Deputy Director, California Transportation Commission

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE ACCEPTANCE OF FEDERAL ACTIVE TRANSPORTATION  
GRANT FUNDS IN THE AMOUNT OF \$300,000 WITH NO MATCHING FUNDS,  
REQUIRED FOR THE NATIONAL CITY SAFE ROUTES TO SCHOOL (SRTS)  
PEDESTRIAN ENHANCEMENTS PROJECT, AND AUTHORIZING  
THE ESTABLISHMENT OF A SAFE ROUTES TO SCHOOL FUND APPROPRIATION  
IN THE AMOUNT OF \$300,000 AND A CORRESPONDING REVENUE BUDGET  
FOR THE NATIONAL CITY SRTS PEDESTRIAN ENHANCEMENTS PROJECT

WHEREAS, on September 27, 2014, the California Department of Transportation (Caltrans) awarded a \$350,000 Federal Active Transportation Program ("ATP") grant for the National City Safe Routes to School ("SRTS) Pedestrian Enhancements Project (the "Project"); and

WHEREAS, on October 6, 2015, City Council adopted Resolution No. 2015-148 authorizing the Mayor to execute Program Supplement Agreement Number N010 with Caltrans to allow for reimbursement of up to \$50,000 in eligible project expenditures, and authorizing the appropriation in the amount of \$50,000 for the Project, with the remaining \$300,000 to be eligible for reimbursement once the State authorizes the City to proceed; and

WHEREAS, the State has allocated the remaining \$300,000 (\$225,000 for the Plans, Specifications, and Estimate ("PS&E") phase, and \$75,000 for the Right-of-Way ("R/W") phase for the Project; and

WHEREAS, on June 15, 2018, Caltrans issued an Authorization to Proceed to the City for the PS&E and R/W phase, establishing the date for eligible reimbursement, with no local match requirement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the acceptance of Federal Active Transportation Grant funds in the amount of \$300,000 for the National City Safe Routes to School ("SRTS) Pedestrian Enhancements Project.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the establishment of a Safe Routes to School fund appropriation in the amount of \$300,000 and a corresponding revenue budget in the amount of \$300,000.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing an increase in the amount of \$70,000 to the Gas Taxes Fund appropriation (109-416-221-285-0000) and use of Gas Taxes Fund balance for payment of traffic signal light repair and mainte

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing an increase in the amount of \$70,000 to the Gas Taxes Fund appropriation (109-416-221-285-0000) and use of Gas Taxes Fund balance for payment of traffic signal light repair and maintenance.

**PREPARED BY:** Ray Roberson

**PHONE:** 619-336-4583

**DEPARTMENT:** Engineering and Public Works

**APPROVED BY:** 

**EXPLANATION:**

In Fiscal Year 2018, the City of National City experienced an unusually high number of traffic collisions resulting in damage to traffic signals and street light poles. The cost to repair the traffic signals and street light poles was \$111,538.11 and was paid through Public Works Repair and Maintenance Traffic Control Devices account (109-416-221-285-0000). The claims associated with each traffic accident was forwarded to Risk Management to recover the costs. The City will actively pursue cost recovery for these claims and when recovered, the funds will be deposited into the Gas Taxes Fund. Meanwhile, the account used to pay for repairs is in deficit approximately \$70,000 for outstanding invoices that need to be paid to the City's traffic signal vendor for the months of May and June, 2018. Additional funds are available in the Gas Taxes Fund balance to cover the outstanding invoices and authorization is requested to increase the appropriation.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

109-416-221-285-0000 Gas Taxes Fund - \$70,000

**APPROVED:** 

**FINANCE**

**APPROVED:**

**MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt the resolution authorizing an increase in the amount of \$70,000 to the Gas Taxes Fund appropriation (109-416-221-285-0000) and use of Gas Taxes Fund balance for payment of traffic signal light repair and maintenance.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. FY 2018 Traffic Collision Costs Summary
2. Resolution

### FY2018 Traffic Signal Accident Replacement Costs

Date	Location	Description	Cost
Nov. 2017	13th & Highland Ave.	Crosswalk light and sign knockdown	4,215.00
Dec. 2017	Highland Ave.	Safety light knockdown	27,636.00
Mar. 2018	Plaza Bonita Ctr Way	Safety light knockdown	6,117.00
Mar. 2018	Valley Rd & San Miguel Ct	Safety light knockdown	4,465.57
Mar. 2018	Citywide	Bus stop enclosures light replacement*	3,012.19
Mar. 2018	8th St. & Olive	Crosswalk light and sign knockdown	11,842.41
Apr. 2018	11th & Highland	Traffic signal pole repair	7,269.52
May 2018	South side of 8th St. west of I-5	Safety light pole replacement	14,838.75
May 2018	18th & NCB	Damaged traffic conduit & wire replacement	9,237.48
May 2018	Division & Highland	Traffic lights controls & wire replacement	22,904.19
			<u>111,538.11</u>

\* non accident related extra work in FY18

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING AN INCREASE IN THE AMOUNT OF \$70,000 TO  
THE GAS TAXES FUND APPROPRIATION (109-416-221-285-0000)  
AND USE OF GAS TAXES FUND BALANCE FOR PAYMENT OF  
TRAFFIC SIGNAL LIGHT REPAIR AND MAINTENANCE SERVICES

WHEREAS, in Fiscal Year 2018, the City of National City experienced an unusually high number of traffic collisions resulting in damage to traffic signals and street light poles; and

WHEREAS, the cost to repair the traffic signals and street light poles was \$111,538.11, which was paid through the Public Works Repair and Maintenance Traffic Control Devices account (109-416-221-285-0000); and

WHEREAS, the City will actively pursue cost recovery for these claims and when recovered, the funds will be deposited into the Gas Taxes Fund; and

WHEREAS, an additional appropriation to the Gas Taxes Fund in the amount of \$70,000 is necessary to pay outstanding invoices to the City's traffic signal vendor for the months of May and June, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes an increase in the amount of \$70,000 to the Gas Taxes Fund (109-416-221-285-0000) appropriation and use of the Gas Taxes Fund balance for payment of traffic signal light repair and maintenance services.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting an Emergency Access Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by a



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City accepting an Emergency Access Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the easement.

**PREPARED BY:** Charles Nissley

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 336-4396

**APPROVED BY:** 

**EXPLANATION:**

Gen3Properties Two, LLC is the owner of the property located at 2829 National City Boulevard, commonly known as Frank Subaru. On January 17, 2017, the City Council adopted Resolution No. 2017-8 approving a street vacation for that portion of "A" Avenue lying between the southerly line of E. 28<sup>TH</sup> Street and the northerly line of E. 29<sup>TH</sup> Street extended.

To secure the existing level of emergency service that currently exists, an emergency access easement is necessary to provide emergency vehicles access through that portion of "A" Avenue to be vacated. The access easement meets the minimum requirement of a width of twenty feet and twenty-four hour access for Fire and Police Departments.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Grant Deed-Emergency Access Easement
2. Resolution

RECORDING REQUESTED BY:

**THE CITY OF NATIONAL CITY**

AND WHEN RECORDED MAIL TO:

**CITY CLERK**

**CITY OF NATIONAL CITY  
1243 NATIONAL CITY BLVD.  
NATIONAL CITY CA 91950**

(THIS SPACE FOR RECORDER'S USE ONLY)

## GRANT DEED - EMERGENCY ACCESS EASEMENT

J.O. NO: \_\_\_\_\_

ASSESSOR'S PARCEL NO: 562-160-07-00

DWG NO: \_\_\_\_\_

NO DOCUMENT TAX DUE  
R & T CODE 11922

NO FEE FOR GOVT. AGENCY  
GOVERNMENT CODE 27383

For valuable consideration, receipt of which is hereby acknowledged, \_\_\_\_\_

Gen3 Properties Two LLC

HEREBY GRANT(S) to the City of National City, a municipal corporation, in the County of San Diego, State of California, a permanent easement and a right-of-way for **emergency access**, with the right of ingress and egress of emergency vehicles for access over the property described herein or to other adjacent lands for emergency purposes, over, along and across all that real property situated in the City of National City, County of San Diego, State of California described as follows:

**See exhibit "A" attached hereto and exhibit "B" attached for illustration purposes**

Date: \_\_\_\_\_

6-20-18

Grantor: \_\_\_\_\_

Gen3 Properties Two, LLC, 2590 National City Blvd National City CA 91950

By: \_\_\_\_\_

(signature)

(type or print name)

RONALD FORNACA

President

This is to certify that the interest in real property conveyed by this instrument to the City of National City, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of National City, pursuant to authority conferred by the Municipal Code, and the grantee consents to recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

July 17, 2018

For: \_\_\_\_\_

City of National City

By: \_\_\_\_\_

Ron Morrison, Mayor

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.

## **EXHIBIT "A"**

### **Emergency Fire Access Easement**

THAT PORTION OF BLOCK 2 OF SMITH AND PLANTE'S SUBDIVISION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1043, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 11, 1907, AND THAT PORTION OF PARCEL 2 OF RECEIVER'S DEED RECORDED APRIL 24, 2012 AS DOC # 2012-0237989, LYING WITHIN "A" AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE CENTERLINE OF THE 80.00 FOOT WIDE "A" AVENUE, SAID POINT BEING THE INTERSECTION OF SAID CENTERLINE WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF BLOCK 2 OF SAID SMITH AND PLANTE'S SUBDIVISION AS SHOWN ON SAID MAP 1043;

THENCE EASTERLY ALONG SAID NORTHERLY LINE NORTH 70°54'42" EAST, 20.00 FEET;

THENCE SOUTHERLY ALONG A LINE PARALLEL WITH AND 20.00 FEET EASTERLY, MEASURED AT RIGHT ANGLE, OF SAID "A" AVENUE CENTERLINE, SOUTH 18°57'09" EAST, 148.75 FEET, TO A POINT ON A NON-TANGENT CURVE HAVING A RADIAL BEARING OF NORTH 15°56'08" WEST;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE WITH A RADIUS OF 38.00 FEET CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 31°17'26", A DISTANCE OF 20.75 FEET, MORE OR LESS, TO A POINT ON SAID CENTERLINE OF "A" AVENUE, SAID POINT HAVING A RADIAL BEARING OF NORTH 47°13'34" WEST;

THENCE NORTHERLY ALONG SAID CENTERLINE NORTH 18°57'09" WEST, 153.16 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 2999.6 SQUARE FEET (0.069 ACRES), MORE OR LESS.



**FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A  
LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT  
AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF LAND  
DESCRIBED.**

Legal description prepared by:  
Kappa Surveying & Engineering, Inc.

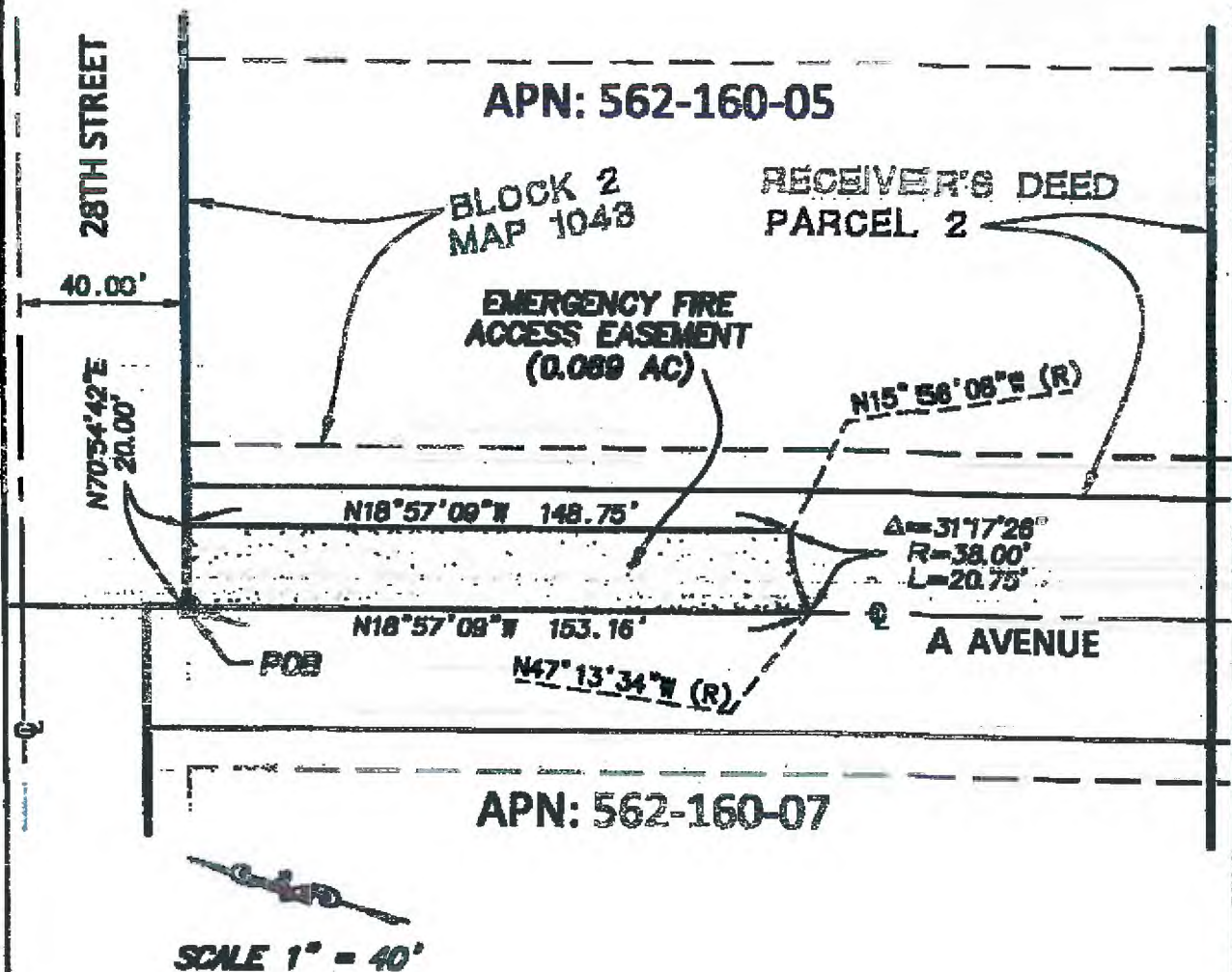
By: Allen R. A. Turner III date: June 12, 2018

Allen R. A. Turner III, PLS

Registration expires December 31, 2018



# EXHIBIT "B"



EASEMENT EXHIBIT, OF  
2800 BLOCK OF 'A' AVE.  
NATIONAL CITY, CA 91950



**KAPPA SURVEYING & ENGINEERING, INC.**  
3707 LA MEZA BLVD., LA MEZA, CA 92041 (951) 485-8840 FAX (951) 485-8940

**Job No.:**  
319517

**Plot Date:**  
6/15/18

**Drafter:**  
CG



**Allen R. A. Turner, R. L.S.**

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACCEPTING AN EMERGENCY ACCESS EASEMENT FOR THAT PORTION OF  
“A” AVENUE LYING BETWEEN THE SOUTHERLY LINE OF EAST 28TH STREET  
AND THE NORTHERLY LINE OF EAST 29TH STREET, TO BE VACATED  
FOR PUBLIC USE, BY AUTHORIZING THE MAYOR TO EXECUTE  
THE CERTIFICATION THEREOF EVIDENCING THE CITY’S  
CONSENT TO AND ACCEPTANCE OF THE EASEMENT

WHEREAS, Gen3Properties Two, LLC, is the owner of the property located at  
2829 National City Boulevard, commonly known as Frank Subaru; and

WHEREAS, on January 17, 2017, the City Council adopted Resolution No.  
2017-8 approving a street vacation for that portion of “A” Avenue lying between the southerly  
line of East 28th Street and the northerly line of East 29th Street extended and

WHEREAS, to increase the existing level of emergency service that currently  
exists, an emergency access easement is necessary to provide emergency vehicles access  
through that portion of “A” Avenue to be vacated for public use; and

WHEREAS, the access easement meets the minimum width requirement of  
twenty feet with twenty-four hour, 7 days a week access for Fire and Police Department  
vehicles.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of  
National City hereby accepts an Emergency Access Easement for that portion of “A” Avenue  
lying between the southerly line of East 28th Street and the northerly line of East 29th Street, to  
be vacated for public use, by authorizing the Mayor to execute the certification thereof  
evidencing the City’s consent to and acceptance of the easement.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting a Public Access Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by autho



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City accepting a Public Access Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the easement.

**PREPARED BY:** Charles Nissley

**DEPARTMENT:** Engineering and Public Works

**PHONE:** 336-4396

**APPROVED BY:** 

**EXPLANATION:**

Gen3Properties Two, LLC is the owner of the property located at 2829 National City Boulevard, commonly known as Frank Subaru. On January 17, 2017, the City Council adopted Resolution No. 2017-8 approving a street vacation for that portion of "A" Avenue lying between the southerly line of E. 28<sup>TH</sup> Street and the northerly line of E. 29<sup>TH</sup> Street extended.

To provide vehicular traffic on "A" Avenue (south of the portion to be vacated), a cul-de-sac is necessary to provide vehicles a place to turn around. To accommodate the cul-de-sac Gen3Properties Two, LLC is providing a Public Access Easement on that portion of property on which the cul-de-sac will be constructed.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Grant Deed-Public Access Easement
2. Resolution

RECORDING REQUESTED BY:

**THE CITY OF NATIONAL CITY**

AND WHEN RECORDED MAIL TO:

**CITY CLERK**

**CITY OF NATIONAL CITY**

**1243 NATIONAL CITY BLVD.**

**NATIONAL CITY CA 91950**

(THIS SPACE FOR RECORDER'S USE ONLY)

## GRANT DEED - PUBLIC ACCESS EASEMENT

J.O. NO: \_\_\_\_\_

ASSESSOR'S PARCEL NO: 562-160-05-00

DWG NO: \_\_\_\_\_

NO DOCUMENT TAX DUE  
R & T CODE 11922

NO FEE FOR GOVT. AGENCY  
GOVERNMENT CODE 27383

For valuable consideration, receipt of which is hereby acknowledged,

Gen3 Properties Two LLC.

HEREBY GRANT(S) AND DEDICATES to public use, to the City of National City, a municipal corporation, in the County of San Diego, State of California, a permanent easement and right-of-way for **public access**, and incidents and appurtenances thereto, over, under, along and across all that real property in the City of National City, County of San Diego, State of California, described as follows:

**See exhibit "A" attached hereto and exhibit "B" attached for illustration purposes**

Date: 6-20-18

Grantor: Gen3 Properties Two, LLC, 2590 National City Blvd National City CA 91950

By: (signature) [Signature]  
(type or print name) RONALD FORNACA President

This is to certify that the interest in real property conveyed by this instrument to the City of National City, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of National City, pursuant to authority conferred by the Municipal Code, and the grantee consents to recordation thereof by its duly authorized officer.

Date: July 17, 2018

For: City of National City

By: Ron Morrison, Mayor

**NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.**

## **EXHIBIT "A"**

### **Public Access Easement**

THAT PORTION OF "A" AVENUE IN SMITH AND PLANTE'S SUBDIVISION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1043, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 11, 1907, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A POINT ON THE CENTERLINE OF THE 80.00 FOOT WIDE "A" AVENUE, SAID POINT BEING THE INTERSECTION OF SAID CENTERLINE WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF BLOCK 2 OF SAID SMITH AND PLANTE'S SUBDIVISION AS SHOWN ON SAID MAP 1043;

THENCE EASTERLY ALONG SAID NORTHERLY LINE NORTH 70°54'42" EAST, 40.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 2, BEING ALSO THE EASTERLY LINE OF SAID "A" AVENUE, SOUTH 18°57'09" EAST, 249.88 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID BLOCK 2;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK 2, SOUTH 70°56'15" WEST, 80.00 TO THE ~~TRUE POINT OF BEGINNING~~;

THENCE LEAVING SAID WESTERLY PROLONGATION OF SAID SOUTHERLY LINE, NORTH 18°57'09" WEST, 83.07 FEET TO A POINT OF A TANGENT CURVE HAVING A RADIAL BEARING OF NORTH 71°02'51" EAST;

THENCE NORTHERLY AND EASTERLY ALONG SAID TANGENT CURVE HAVING A RADIUS OF 38.00 FEET CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 239°32'45", A DISTANCE OF 158.87 FEET, TO A POINT OF A TANGENT REVERSE CURVE;

THENCE SOUTHERLY ALONG A TANGENT CURVE HAVING A RADIAL BEARING OF NORTH 49°24'24" WEST AND A RADIUS OF 35.00 FEET CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 59°39'21", A DISTANCE OF 36.44 FEET, MORE



OR LESS, TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK 2:

THENCE WESTERLY ALONG SAID WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BLOCK 2, SOUTH 70°58'15" WEST, 40.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5841.7 SQUARE FEET (0.138 ACRES), MORE OR LESS.

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF LAND DESCRIBED.

Legal description prepared by:  
Kappa Surveying & Engineering, Inc.

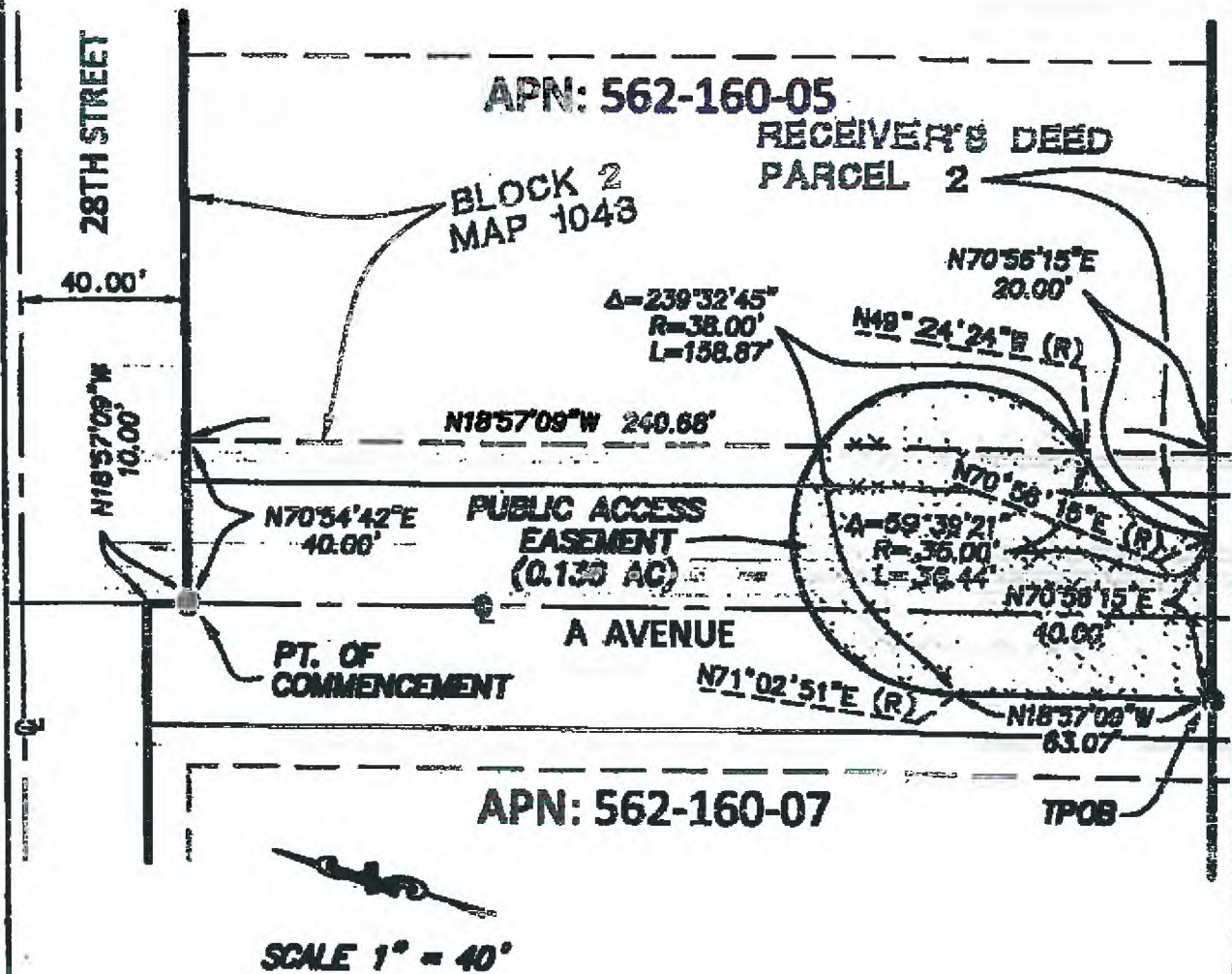
By: ALLAN R. A. TURNER III date: June 13, 2018

Allan R. A. Turner III, PLS

Registration expires December 31, 2018



# EXHIBIT "B"



EASEMENT EXHIBIT OF  
2800 BLOCK OF 'A' AVE  
NATIONAL CITY, CA 91950



**KAPPA SURVEYING & ENGINEERING, INC.**  
8707 LA VERNE BOULEVARD, LA VERNE, CA 91752 (951) 485-0500 FAX (951) 485-0500

Job No.:  
319517

Plot Date:  
8/15/18

Drafter:  
CG



**Allen R. A. Turner, E., P.E.**

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACCEPTING AN PUBLIC ACCESS EASEMENT FOR THAT PORTION  
OF "A" AVENUE LYING BETWEEN THE SOUTHERLY LINE OF  
EAST 28TH STREET AND THE NORTHERLY LINE OF  
EAST 29TH STREET, TO BE VACATED FOR PUBLIC USE,  
BY AUTHORIZING THE MAYOR TO EXECUTE  
THE CERTIFICATION THEREOF EVIDENCING THE CITY'S  
CONSENT TO AND ACCEPTANCE OF THE EASEMENT

WHEREAS, Gen3Properties Two, LLC, is the owner of the property located at 2829 National City Boulevard, commonly known as Frank Subaru; and

WHEREAS, on January 17, 2017, the City Council adopted Resolution No. 2017-8 approving a street vacation for that portion of "A" Avenue lying between the southerly line of East 28th Street and the northerly line of East 29th Street extended; and

WHEREAS, to provide vehicular traffic on "A" Avenue (south of the portion to be vacated), a cul-de-sac is necessary to allow vehicles a place to turn around; and

WHEREAS, to accommodate the cul-de-sac, Gen3Properties Two, LLC is providing a Public Access Easement on that portion of property on which the cul-de-sac will be constructed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts a Public Access Easement for that portion of "A" Avenue lying between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the easement.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City accepting a General Utilities Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City accepting a General Utilities Easement for that portion of "A" Avenue between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the certification thereof evidencing the City's consent to and acceptance of the easement.

**PREPARED BY:** Charles Nissley

**PHONE:** 336-4396

**DEPARTMENT:** Engineering and Public Works

**APPROVED BY:** 

**EXPLANATION:**

Gen3Properties Two, LLC is the owner of the property located at 2829 National City Boulevard, commonly known as Frank Subaru. On January 17, 2017, the City Council adopted Resolution No. 2017-8 approving a street vacation for that portion of "A" Avenue lying between the southerly line of E. 28<sup>TH</sup> Street and the northerly line of E. 29<sup>TH</sup> Street extended.

To accommodate the existing public utilities within the portion of "A" Avenue being vacated, a general utility easement is required to allow for the construction, reconstruction, maintenance, operation and repairs of the public utilities including any appurtenances thereto.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Grant Deed-General Utilities Easement
2. Resolution

RECORDING REQUESTED BY:

THE CITY OF NATIONAL CITY

AND WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF NATIONAL CITY  
1243 NATIONAL CITY BLVD.  
NATIONAL CITY CA 91950

(THIS SPACE FOR RECORDER'S USE ONLY)

## GRANT DEED - GENERAL UTILITIES EASEMENT

J.O. NO: \_\_\_\_\_

ASSESSOR'S PARCEL NO: 562-160-05-00  
562-160-03-00

DWG NO: \_\_\_\_\_

NO DOCUMENT TAX DUE  
R & T CODE 11922

NO FEE FOR GOVT. AGENCY  
GOVERNMENT CODE 27383

For valuable consideration, receipt of which is hereby acknowledged, GEN3 PROPERTIES TWO LLC.

HEREBY GRANT(S) to the City of National City, a municipal corporation, in the County of San Diego, State of California, a permanent easement and a right-of-way for access to construct, reconstruct, maintain, operate and repair **public utilities**, including any or all appurtenances thereto, together with the right of ingress and egress, over, under, along and across all that real property situated in the City of National City, County of San Diego, State of California, described as follows:

**See exhibit "A" attached hereto and exhibit "B" attached for illustration purposes**

Reserving unto the Grantor herein, heirs and assigns the continued use of the above described parcel of land subject to the following conditions:

(1) The erecting of buildings, masonry walls, and other permanent structures; the planting of trees; the changing of the surface grade; and the installation of privately owned pipe lines shall be prohibited except by an Encroachment Maintenance and Removal Agreement issued by the City Engineer, and (2) Subject to the use of said easement by San Diego Gas and Electric Company, Pacific Bell, a community television antenna company, or other publicly franchised utility entities, provided the location of such publicly franchised utilities conforms to the location of utilities as approved by the City Engineer.

Date: 6-20-18

Grantor: Gen3 Properties Two, LLC, 2590 National City Blvd National City CA 91950

By: (signature)  
(type or print name) RONALDO FORNACA

This is to certify that the interest in real property conveyed by this instrument to the City of National City, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of National City, pursuant to authority conferred by the Municipal Code, and the grantee consents to recordation thereof by its duly authorized officer.

Date: July 17, 2018

For: City of National City

By: Ron Morrison, Mayor

NOTE: NOTARY ACKNOWLEDGMENTS FOR ALL SIGNATURES MUST BE ATTACHED, PER CIVIL CODE SEC. 1180 ET. SEQ.



## **EXHIBIT "A"**

### **General Utility Easement**

THAT PORTION OF THE EASTERLY 30.00 FEET OF THE WESTERLY 40.00 FEET OF "A" AVENUE, LYING EASTERLY OF LOTS 11 TO 20 INCLUSIVE IN BLOCK 1 OF SMITH AND PLANTE'S SUBDIVISION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1043, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 11, 1907, AND LYING EASTERLY OF AND ADJACENT TO PARCEL 1 OF RECEIVER'S DEED RECORDED APRIL 24, 2012 AS DOC # 2012-0237989, AND THE SOUTHERLY 10.00 FEET OF 28<sup>TH</sup> STREET LYING ADJACENT TO AND EASTERLY OF SAID PARCEL 1, AS VACATED AND CLOSED TO PUBLIC USE;

TOGETHER WITH THAT PORTION OF THE EASTERLY 40.00 FEET OF "A" AVENUE, LYING WESTERLY OF AND ADJACENT TO LOTS 1 TO 10 INCLUSIVE IN BLOCK 2 OF SAID MAP 1043, AND THE WESTERLY 10.00 FEET OF PARCEL 2 OF SAID RECEIVER'S DEED, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE CENTERLINE OF "A" AVENUE, SAID POINT BEING THE INTERSECTION OF SAID CENTERLINE WITH THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF BLOCK 2 OF SAID SMITH AND PLANTE'S SUBDIVISION AS SHOWN ON SAID MAP 1043;

THENCE EASTERLY ALONG SAID WESTERLY PROLONGATION NORTH 70°54'58" EAST, 40.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 2;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 2, BEING ALSO THE EASTERLY LINE OF SAID "A" AVENUE, SOUTH 18°57'14" EAST, 249.87 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID BLOCK 2;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK 2, SOUTH 70°54'56" WEST, 40.00 FEET, TO THE CENTERLINE OF SAID "A" AVENUE;

THENCE CONTINUING WESTERLY ALONG THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID BLOCK 1 OF SAID MAP 1043, SOUTH 70°54'56" WEST 30.00 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 10.00 FEET, MEASURED AT RIGHT ANGLES, OF SAID "A" AVENUE;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE WESTERLY 10.00 FEET OF SAID "A" AVENUE, NORTH 18°57'14" WEST, 259.71 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 10.00 FEET, MEASURED AT RIGHT ANGLES, OF 28<sup>TH</sup> STREET OF SAID SMITH AND PLANTE'S SUBDIVISION;

THENCE EASTERLY ALONG THE EASTERLY PROLONGATION OF SAID NORTHERLY LINE OF SAID SOUTHERLY 10.00 FEET OF SAID 28<sup>TH</sup> STREET, NORTH 70°54'58" EAST, 30.00 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID "A" AVENUE;

THENCE SOUTHERLY ALONG THE CENTERLINE OF SAID "A" AVENUE, SOUTH 18°57'14" EAST, 10.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 17,783 SQUARE FEET (0.41 ACRES), MORE OR LESS.

FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF LAND DESCRIBED.

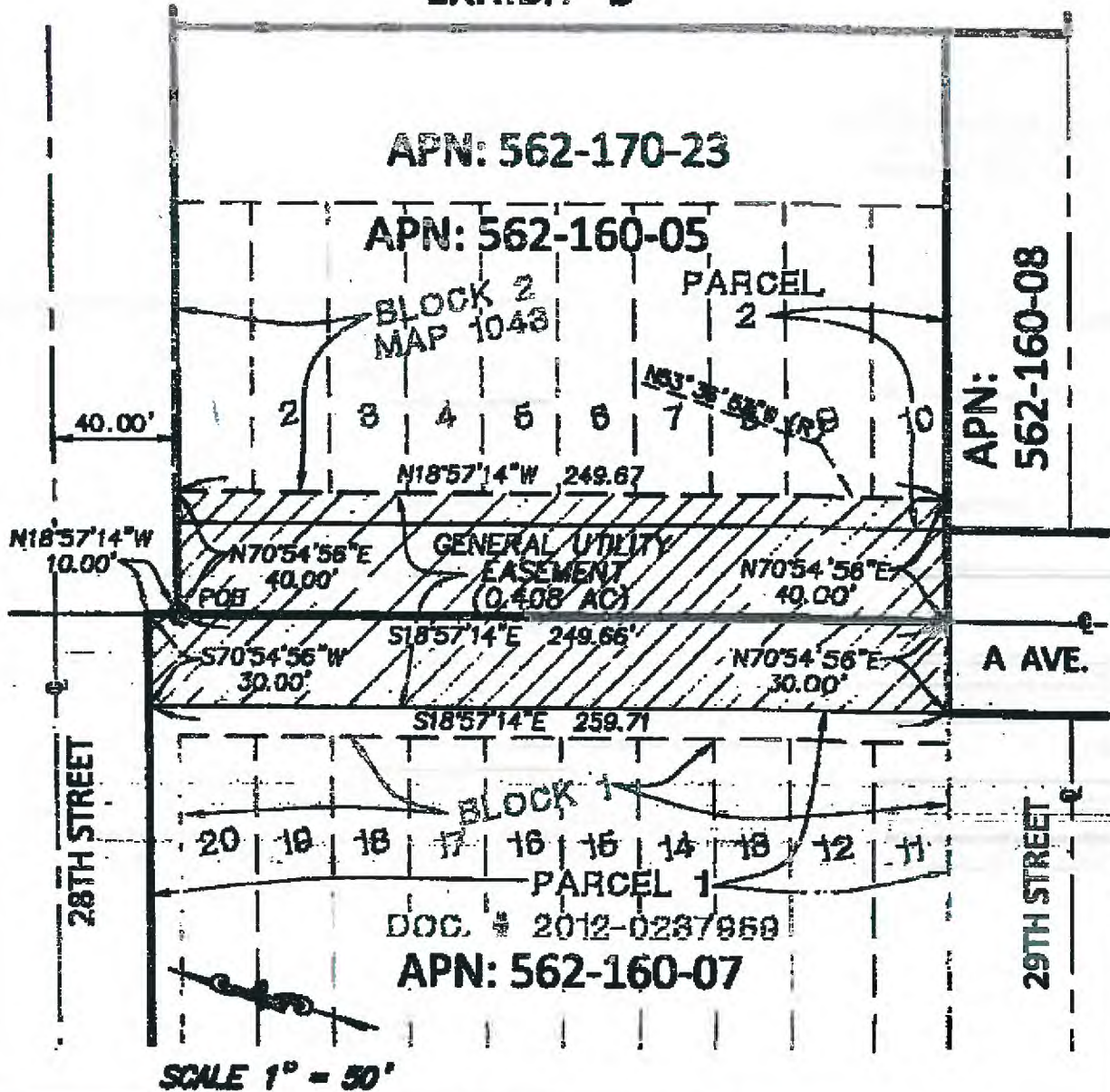
Legal description prepared by:  
Kappe Surveying & Engineering, Inc.

By: Allen R. A. Turner III, PLS date: April 18, 2018  
Registration expires December 31, 2018





# EXHIBIT "B"



EASEMENT EXHIBIT OF  
2800 BLOCK OF 'A' AVE.  
NATIONAL CITY, CA 91950



**KAPPA SURVEYING & ENGINEERING, INC.**  
3707 LA MESA BOULEVARD, LA MESA, CA 91942 (619) 425-8800 FAX (619) 425-8400

Job No:  
319517

Plot Date:  
4/18/18

Drafter:  
CG



Allen R. A. Turner III, PLS

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
ACCEPTING A GENERAL UTILITIES EASEMENT FOR  
THAT PORTION OF “A” AVENUE LYING BETWEEN THE SOUTHERLY  
LINE OF EAST 28TH STREET AND THE NORTHERLY LINE OF  
EAST 29TH STREET, TO BE VACATED FOR PUBLIC USE, BY  
AUTHORIZING THE MAYOR TO EXECUTE  
THE CERTIFICATION THEREOF EVIDENCING THE CITY’S  
CONSENT TO AND ACCEPTANCE OF THE EASEMENT

WHEREAS, Gen3Properties Two, LLC, is the owner of the property located at 2829 National City Boulevard, commonly known as Frank Subaru; and

WHEREAS, on January 17, 2017, the City Council adopted Resolution No. 2017-8 approving a street vacation for that portion of “A” Avenue lying between the southerly line of East 28th Street and the northerly line of East 29th Street extended and

WHEREAS, to accommodate the existing public utilities within the portion of “A” Avenue being vacated for public use, a general utility easement is required to allow for the construction, reconstruction, maintenance, operation, and repair of the public utilities, including any appurtenances thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby accepts an General Utilities Easement for that portion of “A” Avenue lying between the southerly line of East 28th Street and the northerly line of East 29th Street, to be vacated for public use, by authorizing the Mayor to execute the certification thereof evidencing the City’s consent to and acceptance of the easement.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Relocation Plan as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and any other applicable federal and state laws for the

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City approving a Relocation Plan as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and any other applicable federal and state laws for the relocation of two residential tenants and one commercial occupant located at 302 W. 19<sup>th</sup> Street in National City for the total not-to-exceed amount of \$250,000; and authorizing the establishment of a Sewer Service Fund appropriation in the amount of \$250,000 and the use of Sewer Service fund balance.

**PREPARED BY:** Gregory Rose, Property Agent

**PHONE:** 619.336.4266

**DEPARTMENT:** Housing & Economic Development

**APPROVED BY:** 

**EXPLANATION:**

The purchase of 302 West 19th Street in National City ("Property") was approved by the City Council on March 6, 2018 and the sale was finalized on July 2, 2018. The property was purchased because the cost of imminent sewer repairs and improvements needed through Paradise Creek Educational Park to provide service to this single Property was deemed infeasible by the City's Engineering and Public Works Services Department. The Property was purchased with the intent to demolish the structure and use the land in the development of Paradise Creek Educational Park. Due to the necessary demolition of existing structures, all current occupants of the Property will need to be permanently relocated. There are two residential tenants and one commercial tenant that will require relocation. The needs and characteristics of the current occupants, available relocation resources and the City's program to provide assistance to each affected person are general subjects of the Relocation Plan.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** 125-409-500-598-1596

**APPROVED:**  Finance

**APPROVED:** MIS

The appropriation of a not-to-exceed amount of \$250,000 to the capital outlay project expenditure account no. 125-409-500-598-1596 will come from the Sewer Service Fund based on the available fund balance of the Sewer Service Fund.

**ENVIRONMENTAL REVIEW:**

Approval of the relocation plan is not a "Project" under section 15378 of the California Environmental Quality Act ("CEQA") guidelines because the proposed action consists of an administrative activity that will not result in direct or indirect physical changes to the environment.

**ORDINANCE:** ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

n/a

**ATTACHMENTS:**

1. Relocation Plan
2. Resolution



## *302 W 19<sup>th</sup> Street Project*

### RELOCATION PLAN

**Prepared for:**

City of National City  
1243 National City Boulevard  
National City, CA 91950

**Prepared by:**

Overland, Pacific & Cutler, LLC  
438 Camino Del Rio South Suite 213  
San Diego, CA 92108  
619-688-7980

May 22, 2018

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## LIST OF EXHIBITS

EXHIBIT A:	HUD Income Limits
EXHIBIT B:	Informational Statements
EXHIBIT C:	General Information Notices
EXHIBIT D:	Public Comments & Responses

## INTRODUCTION

The City of National City (the “City”) has authorized the preparation of a Relocation Plan to be undertaken in connection with the commencement of the proposed 302 W 19<sup>th</sup> Street Project (the “Project”). The City plans to acquire property located at 302 W 19<sup>th</sup> Street, National City, CA (the “Property”) which will be incorporated as part of the adjacent Paradise Creek Park (the “Park”). Moving forward with the Project would require the acquisition and demolition of improvements on the Property.

The Property is improved with a two level commercial and residential use building. The ground floor is commercial space occupied by one business. The second level consists of two tenant occupied residential apartments. Moving forward with the Project will require the demolition of existing improvements and the permanent displacement and relocation of the one commercial occupant and the two residential tenants.

Funding for the Project will come from local City of National City funds. However, development phases of the Park included local and federal sources, including federal HOME funds. Because of the nexus between the Park and the proposed Project, relocation assistance services will be implemented in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), Section 104(d) of the Housing and Community Development Act of 1974, (the Act) as amended [42 United States Code, Section 5304(d)], HUD Handbook 1378, California Government Code 7260 and Title 25 of the California Code of Relocation Regulations, as applicable.

Due to the necessary demolition of existing structures, all current Project occupants will need to be permanently relocated. The needs and characteristics of the displacee population, available relocation resources and the City’s program to provide assistance to each affected person are general subjects of this Relocation Plan (Plan).

The City has retained Overland, Pacific & Cutler, LLC (OPC) to prepare a Relocation Plan and to provide relocation assistance services to the tenants. This Plan conforms to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Handbook 1378 of the Department of Housing and Urban Development (HUD), Section 104(d) of the Housing and Community Development Act of 1974, (the Act) as amended [42 United States Code, Section 5304(d)], the implementing regulations at 24 Code of Federal Regulations, Part 42, California Relocation Assistance Law, Government Code Section 7260, et seq. (Law) and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

### **One-for-One Replacement Unit Requirement**

The City will replace all occupied and vacant occupiable lower income housing units demolished in connection with funds provided under the HOME loan program.



All replacement housing will be provided within three years after the commencement of the demolition.

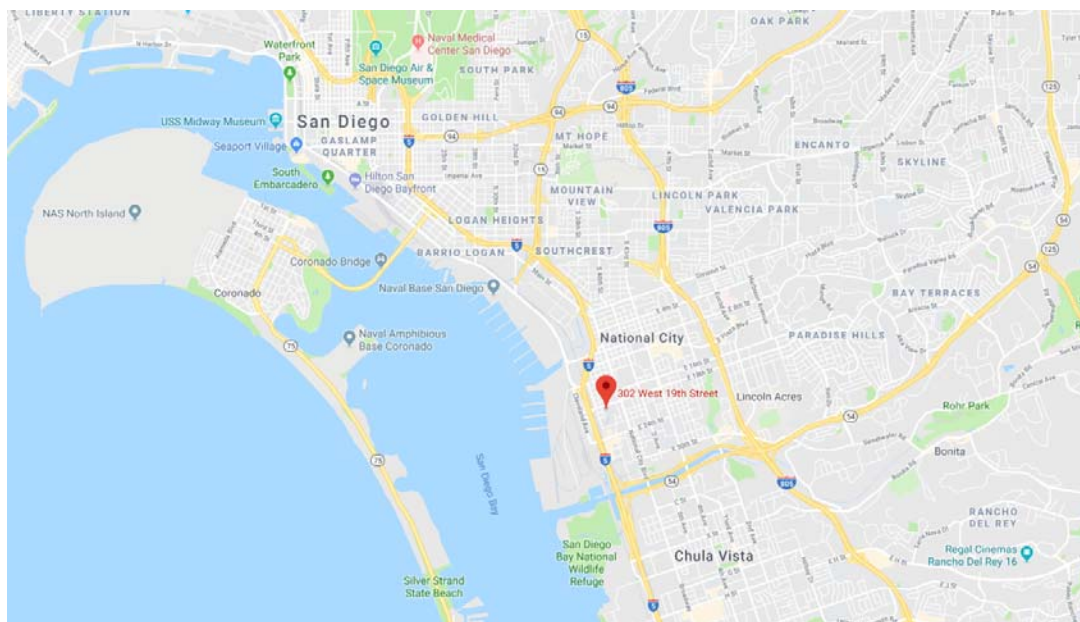
This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to displacement (**SECTION II**);
3. Assessment of available replacement residential units and commercial sites within the City of National City (**SECTION III**);
4. Description of the City's relocation program (**SECTION IV**);
5. Description of the City's outreach efforts, Project timeline and budget (**SECTION V**).

## I. PROJECT DESCRIPTION

### A. REGIONAL LOCATION

The Project site is located in the City of National City within San Diego County. The site is approximately seven miles southeast of downtown San Diego and is immediately accessible from Interstate highway 5. Adjacent Cities include San Diego and Chula Vista. Figure 1 below is an area map showing the regional location of the Project.



**Figure 1: Regional Project Location**

## B. PROJECT SITE LOCATION AND DESCRIPTION

The Project site is located at 302 W. 19<sup>th</sup> Street, National City, CA 91950 and is generally bordered by 19<sup>th</sup> Street to the north, Highland Avenue to the west and Paradise Creek Park to the east and south (*Figure 2: Project Site Location*).



**Figure 2: Project Site Location**

## C. GENERAL DEMOGRAPHIC AND HOUSING CHARACTERISTICS

According to the 2010 U.S. Census, the population of the City of National City is 58,582, and the population of the impacted Census Tract 219 is 6,816 (see **Table 1**). Corresponding Census data concerning the housing mix is shown in **Table 2**.

<b>Table 1: 2010 Census Population – City of National City &amp; Impacted Tract</b>				
Population	Tract 219	%	City	%
Total Population	6,816	100	58,582	100.0%
White	3,791	55.6	24,725	42.2%
Black or African American	969	14.2	3,054	5.2%
American Indian or Alaska Native	115	1.7	618	1.1%
Asian/Native Hawaiian or Other Pacific Islander	623	9.1	11,181	19.1%
Two or More Races	346	5.1	2,829	4.8%
Hispanic or Latino (of Any Race)	2,507	36.8	36,911	63.0%

Source: U.S. Census Bureau, DP-1. Profile of General Population and Housing Characteristics: 2010

<b>TABLE 2: 2010 Census Housing Units – National City &amp; Impacted Tract</b>				
Type	Tract 219	%	City	%
Total Occupied Units	533	68.6	15,502	92.5
Owner-Occupied	133	25.0	5,197	33.5%
Renter-Occupied	400	75.0	10,305	66.5%
Vacant Housing Units	244	31.4	1,260	7.5%
Available for Sale Only (of Total Vacant Units)	6	0.8	111	0.7%
Available for Rent – Full Time Occupancy (of Total Vacant Units)	51	6.6	612	3.7%
Sold or Rented – Not Occupied	17	2.2	63	0.4%
Otherwise Not Available (e.g. seasonal, recreational, migratory, occasional use)	164	21.1	192	1.1%
Other Vacant	6	0.8	282	1.7%

Source: U.S. Census Bureau, DP-1. Profile of General Population and Housing Characteristics: 2010

## **II. ASSESSMENT OF RELOCATION NEEDS**

### **A. SURVEY METHOD**

There is one business occupant and two residential tenant households in the Project site. To obtain information necessary for the preparation of this Plan, personal interviews with the business owner and residential tenants to be permanently displaced were conducted in late March 2018 by OPC staff. Interviewers were able to interview the business occupant and one residential tenant. The non-responsive residential tenant declined to participate in interview attempts. The data in this section of the Plan are based solely on the anecdotal responses of those individuals who participated in the survey and information provided by the property owner and the City.

Inquiries made of the residential occupants concerned household size and composition, income, monthly rent, length of occupancy, ethnicity, home language, physical disabilities, special relocation needs, and replacement housing preferences. Inquiries made of the commercial occupants pertained to the type and description of the business, number of employees, annual revenues, specialty equipment, permits and licenses, hours of operation, special needs related to the relocation of the business, and preferred area to relocate.

### **B. FIELD SURVEY DATA - COMMERCIAL**

#### **1. Current Occupants**

There is one commercial occupant on the Project site providing property management services to HOA communities. The business owner rents approximately 1,800 square feet of building space with office and storage space and has use of a fenced yard to park vehicles. The business pays \$1,920 per month for rent and has a month-to-month rental agreement. The business space is furnished with common office furniture and equipment. The business owner stated that there are 24 full-time employees and three part-time employees.

It does not appear there will be special replacement site requirements for the businesses other than the appropriate zoning, adequate space and desirable demographics. The business should be able to relocate into replacement commercial space.

### **C. FIELD SURVEY DATA - RESIDENTIAL**

#### **1. Current Occupants**

There are two residential households to be permanently relocated for the Project that may be eligible for relocation assistance and are the subjects of this Plan. Only one household participated in survey questions and the follow information only reports information from the one responsive household. There are four adults and one child (17 years or younger) on-site for a total known project occupancy of five persons (assumes at least one adult from the non-responsive household). Both households occupy two-bedroom units.

## **2. Replacement Housing Needs**

One of the primary purposes of a Relocation Plan is to demonstrate the availability of comparable, affordable, decent, safe and sanitary housing prior to the displacement of residential occupants. Replacement housing needs, as expressed in this plan, are defined by the total number of required replacement units and distribution of those units by bedroom size.

The projected number of required units by bedroom size is calculated by comparing survey data for household size with the City's replacement housing occupancy standards. These standards, generally, allow for up to three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

Therefore, based on the occupancy standard stated above, the replacement units required for the Project occupants to be offered permanent relocation assistance are two two-bedroom rental units. This assumes the non-responsive household is not over-crowded.

## **3. Income**

Verbal information regarding gross household income was provided by one household who may be permanently displaced. According to income standards for the County of San Diego (**Exhibit A**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD), the one responsive household qualifies as Very Low Income (50% or less of AMI).

## **4. Ethnicity/Language**

The one responsive household reported their ethnicity as Hispanic and Spanish as their preferred language. This household reported that at least one household member understood English. All verbal communication and required written notices will be provided in the language understood by the members of the household.

## **5. Senior/Handicapped Households**

There are no known senior members (62 years or older). One household reported a member with a disability that may require an accommodation to address mobility concerns.

## **6. Preferred Relocation Areas**

The responsive household expressed a preference to remain in the same area to stay in proximity to employment, medical facilities, schools and relatives.



### **III. RELOCATION RESOURCES**

#### **COMMERCIAL**

##### **A. METHODOLOGY**

A resource survey was conducted to identify available potential replacement commercial units for rent near the Project site in National City. The following sources were utilized:

- Contacts with real estate/property management companies serving the community
- Internet sources for rental opportunities, including the Multiple Listing Service
- Classified rental listings from local newspapers and *For Rent* publications

##### **B. REPLACEMENT COMMERCIAL SITES AVAILABILITY**

The business that will be displaced should be able to relocate in National City or surrounding areas. When searching for replacement locations, zoning and other regulatory issues must be considered carefully. The current availability of commercial space for lease in National City appears adequate, however there are limited sites identified with yard space.

The current availability of commercial/industrial space for lease in National City is adequate. Seven available commercial spaces were identified ranging from 1,737 – 3,740 square feet with monthly per square foot rates of \$0.95 - \$1.45.

At the time of displacement, ongoing referrals of potential replacement sites for the business will be provided through contacts with local newspapers, property management companies, the multiple listing service and commercial real estate brokers.

#### **RESIDENTIAL**

##### **A. METHODOLOGY**

For residential housing, a resource survey was conducted to identify available rental units available for rent in National City. The following sources were utilized:

- Classified rental listings from local newspapers and *For Rent* publications
- Contacts with real estate/property management companies serving the community
- Internet sources of rental opportunities

## B. REPLACEMENT HOUSING AVAILABILITY

### 1. Residential Rental Housing

The rental replacement housing survey considered two-bedroom dwellings in National City. This data is summarized in **Table 3** below. The individual figures for number of units found by bedroom size are presented in the table alongside the number of units needed (shown in parentheses) to meet the re-housing obligations.

<b>Table 3: Availability and Cost of Replacement Rental Housing</b>	
# of Bedrooms	<b>Two</b>
# Found (# Needed)	7 (2)
Rent Range	\$1,550 - \$2,145
Median Rent	\$1,700

The median rent amounts shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of actual displacement.

### 2. Summary

Considering the above described availability of replacement housing resources gathered, it appears that there are more than adequate replacement units for the residential occupants. But, while adequate replacement resources exist, based on survey results of rental opportunities and the tenant's current rent, the tenant occupants will likely have an increase in monthly rent. Possible increases, if any, will be met through the City's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV, E).

## C. RELATED ISSUES

### 1. Concurrent Residential Displacement

There are no anticipated public projects causing significant residential displacements currently underway in National City which would compete with the Project for needed housing resources. No residential displacee will be required to move without both adequate notice and access to available affordable decent, safe and sanitary housing.

## IV THE RELOCATION PROGRAM

The City's Relocation Program is designed to minimize hardship, be responsive to unique project circumstances, emphasize maintaining personal contact with all affected individuals, consistently apply all regulatory criteria to formulate eligibility and benefit determinations and conform to all applicable requirements.

The City will retain Overland, Pacific & Cutler, LLC ("OPC") to administer the Relocation Program. OPC has worked on more than 5,000 public acquisition and relocation projects over more than 38 years. Additionally, OPC has an extensive resume of housing, redevelopment and public works projects undertaken in the County of San Diego and other Southern California communities. Experienced City staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations and interpretations of the City's policy.

OPC staff will be available to assist any relocated person with questions about the relocation process, relocation counseling and/or assistance in relocating. An OPC relocation agent can be contacted at **(619) 688-7980** from 8:00 am to 5:00 pm Monday through Friday, and is available via voicemail and/or cellular phone after hours. The Relocation Office is located at **438 Camino Del Rio South, Suite 213, San Diego, CA 92108**.

The Relocation Program consists of two principal constituents: Advisory Assistance and Financial Assistance.

### A. ADVISORY ASSISTANCE

Individuals who will need to relocate existing businesses and personal property will receive advisory assistance. Advisory assistance services are intended to:

- inform displacees about the relocation program
- help in the process of finding appropriate replacement accommodations
- facilitate claims processing
- maintain a communication link with the City
- coordinate the involvement of outside service providers

To follow through on the advisory assistance component of the relocation program and assure that the City meets its obligations under the law, OPC staff will perform the following functions:

1. Distribute appropriate written information concerning the City's relocation program;

2. Inform eligible project occupants of the nature of, and procedures for, obtaining available relocation assistance and benefits (See **Exhibit B**);
3. Determine the needs of each displacee eligible for assistance;
4. Provide referrals to available commercial sites for business tenants;
5. Provide residential displacees with at least three referrals to comparable replacement housing within a reasonable time prior to displacement. *Generally, a comparable replacement dwelling must satisfy the following criteria:*
  - (a) *The unit is decent, safe and sanitary - electrical, plumbing and heating systems in good repair - no major, observable hazards or defects. The unit is adequate in size and is comparable to the acquired dwelling with respect to number of rooms, habitable living space and type and quality of construction, but not lesser in rooms or living space as necessary to accommodate the displaced person. The unit is functionally equivalent, including principle features.*
  - (b) *The unit is located in an area not subjected to unreasonable adverse environmental conditions from either natural, or man-made sources, and not generally less desirable with respect to public utilities, transportation, public and commercial facilities, including schools and municipal services and reasonably accessible to the displaced person's place of employment.*
  - (c) *The unit is available both on the private market and to all persons regardless of race, color, sex, marital status, religion or, national origin.*
  - (d) *The monthly rental rate is within the financial means of the displaced residential tenant.*
6. Maintain an updated database of available replacement resources, and distribute referral information to displacees for the duration of the Project;
7. Supply information concerning federal and state programs and other governmental programs providing assistance to displaced persons;
8. Make benefit determinations and payments in accordance with applicable law and the City's adopted relocation guidelines;
9. Assist eligible occupants in the preparation, and submission, of relocation assistance claims;
10. Assure that no occupant is required to move without a minimum of 90 days written notice to vacate;

11. Inform all persons subject to displacement of the City's policies with regard to eviction and property management;
12. Provide additional reasonable services necessary to successfully relocate occupants;
13. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the City's decisions with respect to relocation assistance; and
14. Provide assistance that does not result in different or separate treatment based on or due to an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

## **B. COMMERCIAL RELOCATION BENEFITS**

As a function of a comprehensive relocation assistance program, relocation staff will provide the displaced business owner with required technical and advisory assistance and distribute all required notices and the informational statement (**Exhibit B**). Close contact will be maintained with the business owner.

The City will provide relocation assistance as directed by the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, HUD Handbook 1378, Section 104(d) of the Housing and Community Development Act of 1974, (the Act) as amended [42 United States Code, Section 5304(d)], the implementing regulations at 24 Code of Federal Regulations, Part 42, California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines). The City will pay benefits to the claimants upon submission of required claim forms and documentation in accordance with the City's approved procedures.

The business will have two options with respect to claims for relocation assistance benefits:

- 1) compensation for actual reasonable and necessary moving and related expenses;  
or
- 2) a fixed payment in lieu not to exceed \$40,000.

Off-site property owners whose sole business is considered to be the rental of real property to others are not eligible to receive a fixed payment but may file a claim for actual moving costs and compensation for reestablishment expenses described later in this section, unless the property is acquired through voluntary acquisition, as in the case of the Project parcels.

### **1. Payment for Actual Reasonable and Necessary Moving and Related Expenses**

Any business, which qualifies as a displaced person, is entitled to payment for such actual moving expenses, as the City determines to be reasonable and necessary, including expenses for:

- a. Transportation of persons and property from the present location to the replacement location (transportation costs for a distance beyond 50 miles are not eligible, unless the City determines that relocation beyond 50 miles is justified);
- b. Packing, crating, uncrating, and unpacking personal property;
- c. Disconnecting, dismantling, removing, reassembling, and installing relocated and substitute machinery, equipment and other personal property. Includes connection to utilities available nearby and modifications necessary to adapt such property to the replacement structure or to the utilities or to adapt the utilities to the personal property;
- d. Storage of personal property for a period not to exceed 12 months, unless the City determines that a longer period is necessary;
- e. Insurance of personal property while in storage or transit and the replacement value of property lost, stolen, or damaged (not through the fault or negligence of the displaced person) in the process of moving, where insurance is not readily available;
- f. Any license, permit, or certification required by the displaced business, to the extent that the cost is necessary for reestablishment at the replacement location. (These costs may be pro-rated based on the remaining useful life of any existing license, permit or certification);
- g. Reasonable and pre-authorized professional services, including architects', attorneys', engineers' fees, and consultants' charges, necessary for: (1) planning the move of the personal property; (2) moving the personal property; or, (3) installing the relocated personal property at the replacement location;
- h. Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for the business operation including, but not limited to, soil testing, feasibility and marketing surveys;
- i. The purchase and installation of substitute personal property limited to the lesser of: (1) an amount equal to the reasonable expenses that would have been required to relocate the property, as determined by the City, subject to certain limitations, or, (2) the replacement cost, less any proceeds from its sale or trade in;
- j. Connection to available nearby utilities from the right-of-way to improvements at the replacement site;



- k. The modification of machinery, equipment or other personal property necessary to adapt these to the replacement location or to utilities available at the replacement location;
- l. Relettering signs and replacing stationary on hand at the time of displacement that is made obsolete as a result of the move;
- m. Actual direct losses of tangible personal property resulting from moving or discontinuing a business or non-profit organization, not-to-exceed the lesser of: (1) the fair market value of the property for continued use at its location prior to displacement less any proceeds from sale of the property; or, (2) an amount equal to the reasonable expenses that would have been required to relocate the property, as determined by the City, subject to certain limitations;
- n. Actual and reasonable expenses incurred in searching for a replacement business or non-profit organization location, not-to-exceed \$2,500, and including compensation for transportation expenses; time spent searching for a reasonable location, meals, and lodging; real estate broker or agent fees; time spent in obtaining permits and attending zoning hearings; and time spent negotiating the purchase of a replacement site;
- o. Impact fees or one-time assessments for anticipated heavy utility usage;
- p. Low Value/High Bulk: when the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the City, the allowable moving cost payment shall not exceed the lesser of: (1) the amount which would be received if the property were sold at the site or (2) the replacement cost of a comparable quantity delivered to the new business location. Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property as determined by the City;
- q. A Reestablishment allowance of up to \$25,000, available to farms, nonprofit organizations and small businesses with no more than 500 employees. Reestablishment allowance payments are made in addition to compensation provided for actual, reasonable and necessary moving expenses. Reestablishment allowance expense categories include but are not limited to:
  - 1) Repairs or improvements to the replacement property as required by Federal, State or local law, code or ordinance;

- 2) Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting business;
- 3) Construction and installation costs for exterior signing to advertise the business;
- 4) Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint paneling or carpeting;
- 5) Advertisement of replacement location;
- 6) Estimated increased costs of operation during the first two years at the replacement site for such items as:
  - a. Lease or rental charges
  - b. Personal or real property taxes
  - c. Insurance premiums, and
  - d. Utility charges, excluding impact fees
- 7) Other items essential to the reestablishment of the business.

## **2. Self-Moves**

If the displaced business elects to take full responsibility for the move of the business, the City will make a payment for the business's moving expenses in an amount not to exceed the lower of two acceptable bids or estimates submitted to the City. At the City's discretion, a payment for a low cost or uncomplicated move may be based on a single bid or estimate.

## **3. A Fixed Payment in Lieu of a Payment for Actual Reasonable Moving and Related Expenses**

The option to claim a fixed payment enables both for-profit and non-profit businesses to receive relocation assistance compensation without providing documentation of bids and actual expenses. The payment amount available to any individual business is based on an average of annual net earnings over a two year period. For businesses which have not been in operation for two years, income figures can be annualized. The method for establishing income is through tax returns and/or certified financial statements. The payment to an eligible business may not be less than \$1,000, or more than \$40,000.

To qualify for this payment, it must be determined that, a displaced business:

- owns or rents personal property, which must be moved in connection with such displacement and for which an expense would be incurred in such move;

- is not operated at the displacement site solely for the purpose of renting the dwelling or site to others;
- cannot be a part of a commercial enterprise having at least three other establishments which are not being acquired by the City, and which is under the same ownership and engaged in the same or similar business activities;
- must not be able to relocate without substantial loss of patronage; and
- contributed materially, as defined by the City, to the income of the displaced person during the two taxable years prior to displacement.

### **C. RESIDENTIAL RELOCATION BENEFITS**

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees. In the course of a personal interview and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Relocation benefits will be provided in accordance with the provisions of the federal, state and local guidelines, and City rules, regulations and procedures pertaining thereto. Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation in accordance with the City's normal administrative procedures.

The City will process advance payment requests to mitigate hardships for tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

#### **1. Residential Moving Expense Payments**

All residential occupants to be permanently relocated will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

##### **a. Actual Cost (Professional Move)**

Displacees may elect to have a licensed professional mover perform the move. The actual cost of the moving services, based on at least two acceptable bids, will be compensated by the City in the form of a direct payment to the moving company upon presentation of an invoice. Transportation costs are limited to a distance of 50 miles in either case. In addition to the actual move, costs associated with utility re-connections (i.e., gas, water, electricity, telephone, and cable, if any), are eligible for reimbursement.

##### **b. Fixed Payment (based on Room Count Schedule)**

An occupant may elect to receive a fixed payment for moving expenses which is based on the number of rooms occupied in the displacement dwelling. In this case, the person to be relocated takes full responsibility for the move. The fixed payment includes all utility connections as described in (a), above.

The current schedule for fixed moving payments is set forth in **Table 4** following:

<b>TABLE 4: Schedule of Fixed Moving Payments*</b>	
<b>Unfurnished Dwelling</b>	
One room	\$725
Two rooms	\$930
Three rooms	\$1,165
Four rooms	\$1,375
Five rooms	\$1,665
Six rooms	\$1,925
Seven rooms	\$2,215
Eight rooms	\$2,505
each additional room	\$265
<b>Furnished Dwelling</b>	
First Room	\$475
Each additional room	\$90

\*Based on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended – Fixed Residential Moving Cost Schedule (2015)

## **2. Rental Assistance for Tenant Occupants Who Choose to Rent**

To be eligible to receive rental assistance benefits, the displaced tenant household has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they move from the displacement dwelling.

Based upon the available data regarding Project displacees, the displaced households may qualify for, and may be eligible to apply for, relocation benefits under the URA provisions **or** Section 104(d) or the State Regulations. Under Section 104(d), Rental Assistance Payments will be calculated based upon the monthly housing need over a 60 month period for eligible occupants whose income level does not exceed 80% of the median income for the County of San Diego, as established by the United States

Department of Housing and Urban Development (HUD). Recipients of 104(d) benefits would also be eligible to receive reimbursement for a security deposit and credit check fees.

Except in the case of Last Resort Housing situations, payments to those households whose income level exceeds 80% of the area median income or whom have chosen benefits under the URA or State Regulations, will be payable over a 42 month period and limited to a maximum of \$7,200 as stated under URA guidelines or \$5,250 under State Regulations. The differences between the two programs are explained in detail in the informational brochure that will be provided to each household (see **Exhibit B**).

**Table 5** provides an example of how a Section 104(d) rental assistance eligibility amount is determined:

<b>TABLE 5: Example Computation of Section 104(d) Rental Assistance Payments</b>		
1. Adjusted Gross Income	\$600	30% of Household's Monthly Adjusted Gross Income*
<b>-or-</b>		
2. Gross Income	\$300	10% of Gross Monthly Household Income
3. Greater of lines 1 and 2	\$600	Total Tenant Payment
<b>Subtracted from the lesser of:</b>		
4. Actual New Rent	\$795	Actual New Rent (includes utilities)
<b>-or-</b>		
5. Comparable Rent	\$815	Set by City (includes utilities)
6. Lesser of lines 4 and 5	<b>\$795</b>	
<b>7. Monthly Need Amount</b>	<b>\$195</b>	<b>Subtract line 3 from line 6</b>
<b>Rental Assistance</b>	<b>\$11,700</b>	<b>Multiply line 7 (Monthly Need) by 60 months</b>

\*Adjusted gross income means the total annual income of an individual household less the following: (1) a deduction of \$480 for each dependent; (2) a deduction of \$400 for an elderly household; (3) a deduction for recurring extraordinary medical expenses; defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitated family members when determined to be necessary to employment of the head of household or spouse, except that the amount deducted shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

**Table 6** portrays **an example** of a benefits determination under the URA:

<b>TABLE 6: Example Computation of URA Rental Assistance Payments</b>		
1. Old Rent	\$650	Old Rent and Utilities
<b>or</b>		
2. Ability to Pay	\$700	30% of the Gross Household Income (for Low Income Households)
3. Lesser of lines 1 <b>or</b> 2	<b>\$650</b>	Base Monthly Rental
<b>Subtracted From:</b>		
4. Actual New Rent	\$750	Actual New Rent and Utilities
<b>or</b>		
5. Comparable Rent	\$775	Determined by City (includes utilities)
6. Lesser of lines 4 <b>or</b> 5	<b>\$750</b>	
<b>7. Yields Monthly Need:</b>	<b>\$100</b>	Subtract line 3 from line 6
<b>Rental Assistance</b>	<b>\$4,200</b>	<b>Multiply line 7 by 42 months</b>

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the City; or
- (ii) Thirty percent (30%) of the displaced person's average, monthly gross household income **if the amount is classified as "low income" by the U. S. Department of Housing and Urban Development's (HUD) Annual Survey of Income Limits for the Public Housing and Section 8 Programs.** (HUD's Survey is shown as **Exhibit A.**) If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or



(iii) The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities.

### **3. Downpayment Assistance to Tenants Who Choose to Purchase**

The displaced household may opt to apply the entire benefit amount for which they are eligible toward the purchase of a replacement unit (Guidelines 49 CFR 24.402(b) and HUD 1378).

Residential tenants, who are otherwise eligible to receive the Rental Assistance Payment described above, may choose to receive a lump sum payment equal to forty-two months of rental subsidy (including Last Resort Housing benefits) to purchase a new home. Displacees who qualify for the 60-month calculation, and who want to convert their rental assistance entitlement to down payment assistance, must purchase a cooperative or mutual housing-type replacement home. If a conventional home is purchased, the rental assistance/down payment assistance payment is converted to a 42-month calculation per the URA.

A displaced household, who chooses to utilize up to the full amount of their rental assistance eligibility (including any Last Resort benefits) to purchase a home, will have the funds deposited in an open escrow account, provided that the entire amount is used for the downpayment and eligible, incidental costs associated with the purchase of a decent, safe, and sanitary replacement home. A provision shall be made in the escrow arrangements for the prompt return of the City funds, in the event escrow should fail to close within a reasonable period of time.

Final determination about the type of relocation benefits and assistance for which the household is eligible will be determined upon verification of the household's occupants and income.

## **D. GENERAL INFORMATION REGARDING THE PAYMENT OF RELOCATION BENEFITS**

Claims and supporting documentation for relocation benefits must be filed with the City and City staff no later than 18 months after the date of displacement. The procedure for the preparation and filing of claims, and the processing and delivery of payments, will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance;
2. Relocation staff will review all necessary documentation including, but not limited to, income verification, lease documents, move estimates, and escrow material before reaching a determination as to which expenses are eligible for compensation;
3. Required claims forms will be prepared by relocation staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the City and City staff;
4. City staff will review and approve claims for payment, or request additional information;
5. The City will issue benefit checks to claimants in the most secure, expeditious manner possible;
6. Final payments to residential displacees will be issued after confirmation that the Project premises have been completely vacated and actual residency at the replacement unit is verified;
7. Receipts of payment and all claims materials will be maintained in the relocation case file.

#### **E. LAST RESORT HOUSING**

Based on data derived from the surveys and analyses of the occupants in the Project area and costs of replacement housing resources, it is anticipated that “comparable replacement housing” will not be available as required for the residential tenants. Specifically, for renters, when the computed replacement housing assistance eligibility exceeds \$7,200 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person’s average monthly income.

Therefore, if the Project proceeds, the City will authorize sufficient funds to provide housing of last resort. Due to the demonstrated number of available replacement housing resources for all households, as shown above in Section III, the need to develop a replacement housing plan to produce sufficient number of comparable replacement dwellings will not be necessary. Rather, funds will be used to make payments in excess of the monetary limits specified in the statute (\$7,200); hence, satisfying the requirement that “comparable replacement housing” is available.

The City may pay Last Resort Housing payments in installments. Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance.

## **F. IMMIGRATION STATUS**

Federal legislation (PL105-117) prohibits the payment of relocation assistance benefits under the Uniform Act to any alien not lawfully present in the United States unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child any of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by the City to negatively affect the alien's spouse, parent or child. However, the City will authorize the payment of relocation assistance benefits to any otherwise eligible residential displacees from non-federally authorized reimbursable funds, and there is no legal presence requirement to receive assistance under the Section 104(d) and State programs.

In order to be eligible to receive non-residential relocation benefits in federally-funded projects, in the case of an unincorporated business, each owner must be either a citizen or national of the United States, or an alien who is lawfully present in the United States. The owner of a sole proprietorship and all owners of a partnership must provide information regarding their lawful presence in the United States, and a for-profit or a non-profit corporation must certify that it is authorized to conduct business within the United States.

Owners of sole proprietorships or partnerships, who are not lawfully present in the United States, or who decline to provide this information, are not eligible for relocation assistance, unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child, any of whom is a citizen or an alien admitted for permanent residence. Relocation benefits would be prorated to reflect the number of owners with certified lawful presence in the United States, however, the City will authorize the payment of relocation assistance benefits to any otherwise eligible business displacee from non-federal funds.

In order to track and account for relocation assistance and benefit payments, City staff will be required to seek immigration status information from each member of the household and from each sole proprietor and/or partner having them self-certify as to their legal status.

## **G. RELOCATION TAX CONSEQUENCES**

In general, relocation payments are not considered income for the purpose of Division 2 of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U.S. Code), or for the purpose of determining the eligibility or extent of eligibility of any person for assistance under the Social Security Act (42 U.S. Code 301 et seq.) or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of Revenue and Taxation Code. The above statement on tax consequences is not intended as tax advice by the City or OPC. Displacees are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

## **H. PROGRAM ASSURANCES AND STANDARDS**

There are adequate funds to relocate the business and the residential households. Services will be provided to ensure that displacement does not result in different or separate treatment of displacees based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the Federal Fair housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, as well as any other arbitrary or unlawful discrimination.

## V. ADMINISTRATIVE PROVISIONS

### A. NOTICES

Each notice, which the City is required to provide to a Project site occupant, shall be personally delivered or sent by certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

There are four principal notices:

- 1) the General Information Notice,
- 2) Informational Statement,
- 2) the Notice of Relocation Eligibility, and
- 3) the Notice to Vacate.

The General Information Notice (GIN) is intended to provide potential relocatees with a general written description of the City's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights (**Exhibit C**). The GIN is issued as early as is feasible in the initial stages of a Project, preferably, the planning stage.

The Informational Statement is intended to provide potential relocatees with a general written description of the City's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights (**Exhibit B**).

A Notice of Relocation Eligibility (NOE) will be distributed to each relocatee. The NOE to the residential relocatee contains a determination of eligibility for relocation assistance and a computation of a maximum entitlement based on information provided by the affected household and the analysis of comparable replacement properties undertaken by relocation staff. The NOE to the commercial occupants includes a description of the benefits categories for which the business owner is eligible. The NOE will be issued to any eligible permanent displacee once the Project has been approved and Project funding is available for relocation payments.

No lawful occupant will be required to move without having received at least 90 days advance written notice of the earliest date by which the move will be necessary. The vacate notice will either state a specific date as the earliest date by which the occupant may be required to move or state that the occupant will receive a further notice indicating, at least 30 days in advance, the specific date of the required move. The vacate notice will not be issued to any residential displacee before a comparable replacement dwelling has been made available.

In addition to the three principal notices, City staff will issue timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits,

- 2) have moved from the acquired property, and
- 3) have not filed a claim for benefits.

Reminder Notices will be issued periodically throughout the qualification period. An attempt shall be made to make written contact with all non-responsive relocatees no later than within the last six months prior to the filing expiration date.

## **B. PRIVACY OF RECORDS**

All information obtained from displacees is considered confidential and will not be shared without consent of the displacee or the City. Relocation staff will comply with federal and state regulations concerning safeguarding of relocation files and their contents.

## **C. GRIEVANCE PROCEDURES**

A person who is dissatisfied with a determination as to eligibility for benefits, a payment amount, the failure to provide comparable housing, or the City's property management practices may file a Relocation Assistance Appeal Form or any other written form of appeal with the City and have the right of administrative review. The City's appeal policies will follow the standards described in Article 5, Section 6150 et seq., Title 25, Chapter 6, State of California, Department of Housing and Community Development Program guidelines.

Requests for administrative review and informal hearings will be directed to the City for review. All requests for review will receive written responses from the City within three weeks of their receipt. If an informal appeal is denied, appellants will be entitled to file a written request for a formal hearing before an impartial and independent hearing officer.

The appellant does not have to exhaust administrative remedies first; the appeal/grievance can either go directly to HCD or directly to the Court. Any person and/or organization directly affected by the relocation plan may petition the Department of Housing and Community Development (HCD), located at 2020 West El Camino Ave., Sacramento, CA 95833 to review the relocation plan.

More detail concerning the appeals process will be provided upon request. Appellants will retain their appeal rights for up to 18 months following the date of displacement from the Project premises or receipt of final payment for relocation benefits, whichever is later.



## **D. EVICTION POLICY**

Eviction will cause the forfeiture of a displacee's right to relocation assistance or benefits. Relocation records will be documented to reflect the specific circumstances surrounding any eviction action.

Eviction may be undertaken for one, or more of the following reasons:

- (a) Failure to pay rent, except in those cases where the failure to pay is due to the owner's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or, is the result of discontinuation, or a substantial interruption of services;
- (b) Performance of a dangerous, and/or illegal act in the unit;
- (c) A material breach of the rental agreement, and failure upon notification to correct said breach within 30 days of Notice;
- (d) Maintenance of a nuisance, and failure to abate such nuisance upon notification within a reasonable time following Notice;
- (e) A requirement under State, or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the City.
- (f) A failure to vacate by the end of the 90 Day notice period.

## **E. CITIZEN PARTICIPATION**

As the process for considering the Project moves forward, the City will observe the following protocol:

- 1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
- 2. Encourage meaningful participation in reviewing the Relocation Plan and monitoring the relocation assistance program (all Project occupants will receive a copy of the Relocation Plan);
- 3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials;
- 4. Issue a general advisory notice to each Project occupant concerning the availability of the Plan for public review, as required, 30 days prior to its proposed adoption; and
- 5. Include written or oral comments concerning the Plan as an attachment (**Exhibit D**) when it is forwarded to the City of National City for approval.

## **F. PROJECTED DATE OF DISPLACEMENT**

The City anticipates that date specific Notices to Vacate will not be issued prior to **July 2018**. No occupant will be required to vacate without a minimum of 90 days' notice.

However, an occupant may choose to vacate prior to a vacate notice being issued, once they have received their Notice of Eligibility, and be assured they will receive any relocation assistance to which they may be entitled.

## **G. ESTIMATED RELOCATION COSTS**

The total budget estimate for relocation-related payments for this Project, including a 10% contingency, is \$200,000.

This estimate should not be interpreted as firm, "not to exceed," or actual entitlement costs. The estimate is based on the data obtained through the occupant interviews, current project scope, replacement site availability, moving costs, reestablishment costs and the judgment and experience of the Overland, Pacific & Cutler, LLC staff.

The estimate **does not** include any payments related to property acquisition and/or demolition of improvements. In addition, the budget does not consider the cost of any services necessary to implement the Plan and complete the relocation element of the Project.

If the Project is to be implemented, and circumstances arise that should change either the number of displaced occupants, or the nature of their activity, the City will authorize any additional compensable funds that may need to be appropriated. The City pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project.

# EXHIBIT A

## HUD INCOME LIMITS – SAN DIEGO COUNTY

The following figures are approved by the U. S. Department of Housing and Urban Development (HUD) for use in the **County of San Diego** to define and determine housing eligibility by income level.

<b>Area Median Income: \$81,800</b>			
<b>Family Size</b>	<b>Extremely Low</b>	<b>Very Low</b>	<b>Low</b>
<b>1 Person</b>	20,450	34,100	54,500
<b>2 Person</b>	23,400	38,950	62,300
<b>3 Person</b>	26,300	43,800	70,100
<b>4 Person</b>	29,200	48,650	77,850
<b>5 Person</b>	31,550	52,550	84,100
<b>6 Person</b>	33,900	56,450	90,350
<b>7 Person</b>	38,060	60,350	96,550
<b>8 Person</b>	42,380	64,250	102,800

Figures are per the Department of Housing and Urban Development (California), **updated in April 26, 2018.**

# **EXHIBIT B**

## **INFORMATIONAL STATEMENTS**

# Relocation Assistance Informational Statement For Families and Individuals

(Federal - Section 104(d))

Displacing Agency:  
**City of National City**

Project Name:  
**302 W. 19<sup>th</sup> Street**

Displacing Agency Representative:



**Overland, Pacific & Cutler, Inc.**  
**438 Camino Del Rio South, Suite 213**  
**San Diego, CA 92108**  
**Phone: (619) 688-7980**

## Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment
5. Current Housing Choice Voucher Tenants
6. Qualification For And Filing Of Relocation Claims
7. Rental Agreement
8. Evictions
9. Appeal Procedures – Grievance
10. Tax Status of Relocation Benefits
11. Lawful Presence Requirement
12. Non-Discrimination and Fair Housing
13. Additional Information And Assistance Available

Spanish speaking representatives are available. Si necesita esta información en español, por favor llame a su representante.

# Informational Statement for Families and Individuals

(Federal – Section 104(d))

## 1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Displacing Agency using federal funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the federal law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, Inc. (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING.** However, if you desire to move sooner than required, you must contact your representative with Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

**Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.**

This brochure describes the relocation payments and other relocation assistance provided under **section 104(d) of the Housing and Community Development Act of 1974** (section 104(d)) to eligible persons displaced from their homes. Persons eligible for assistance have the option of declining the section 104(d) assistance and receiving assistance under the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)**, if they decide that it is in their best interest.

To be eligible for relocation assistance under section 104(d), you must be a **lower-income person** (family or individual) and must move as a direct result of the "**conversion**" or **demolition** of your dwelling unit for a project in which Federal Community Development Block Grant (CDBG), Section 108 Loan Guarantee, or HOME Investment Partnerships funds are used.

"Lower-income" means that your income does not exceed 80% of the median income for the area as established by the U.S. Department of Housing and Urban Development (HUD).

Generally, "conversion" means that before the project, your unit had a "market rent" at or below the HUD Fair Market Rent (FMR) standard, and, after the project, the market rent exceeds the FMR, or the unit was converted to a nonresidential use. HUD determines the FMRs for use in its programs. The levels vary by metropolitan area and by the size of the unit.

The Displacing Agency will determine whether you qualify as a lower-income person and if your home will be demolished or "converted." If you do not qualify for section 104(d) assistance, you may be eligible for relocation assistance under the URA.



## **2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING**

The Displacing Agency, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself. When a suitable replacement dwelling unit has been found, your relocation consultant will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

## **3. MOVING BENEFITS**

If you must move as a result of displacement by the Displacing Agency, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases); **and**
- Other Moving Expenses depending on program requirements

For example, you may choose a Self Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

### **A. Fixed Moving Payment (Self Move)**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Displacing Agency, and ranges, for example, from \$475.00 for one furnished room to \$2,505.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation representative will inform you of the amount you are eligible to receive, if you choose this type of payment. If you select a fixed payment, you will be responsible for arranging for your own move, and the Displacing Agency will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-up and other related moving fees.

<b>Fixed Moving Schedule CALIFORNIA (Effective 2015)</b>	
<b>Occupant Owns Furniture:</b>	
1 room	\$725
2 rooms	\$930
3 rooms	\$1,165
4 rooms	\$1,375
5 rooms	\$1,665
6 rooms	\$1,925
7 rooms	\$2,215
8 rooms	\$2,505
Each additional room	\$265
<b>Occupant does NOT Own Furniture:</b>	
1 room	\$475
Each additional room	\$90

### **B. Actual Moving Expense (Commercial Move)**

If you wish to engage the services of a licensed commercial mover and have the Displacing Agency pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a “mover” scope of services for Displacing Agency approval.

### C. **Other Moving Expenses**

Under the Section 104(d) program, payment of a security deposit required to rent a replacement dwelling and any credit check required to rent or purchase a replacement unit are eligible expenses. Also, interim living costs, when required as a result of the planned relocation program are eligible.

## **4. REPLACEMENT HOUSING PAYMENT**

You may be eligible for a payment to assist in renting or purchasing a comparable replacement dwelling. If so, you may choose assistance under section 104(d) or under the URA. For most lower-income tenants, the amount of assistance provided under section 104(d) is greater.

### A. **Section 104(d) Rental Assistance**

If you are eligible, you will receive assistance based on estimated needs for a period of 60 months. The Agency may offer you that assistance in cash or under the Housing Choice Voucher (HCV) Program. The Agency will tell you which option it is providing to you.

- **Cash Rental Assistance.** A household's "need" for rental assistance is computed by subtracting the highest of the following calculations from the rent and estimated average monthly utility costs for your new home (or a comparable replacement home, if that cost is lower):
  1. 30 percent of the household's monthly adjusted income,
  2. 10 percent of the household's monthly gross income, or
  3. The welfare rent allowance (where designated).

That monthly need, if any, is multiplied by 60, to determine the total amount that you will receive. This amount will be paid directly to you in monthly installments or other periodic payments.

**Example:** Let's say that your family's adjusted monthly income is \$600, and the monthly rent and estimated average utility costs for the comparable replacement home to which you move are \$350. In this case, your monthly need would be \$170 [ $\$350 - \$180$  (30 percent of \$600)]. Multiplying this amount by 60 results in \$10,200 of rental assistance.

- **Housing Choice Voucher (HCV) (section 104(d)).** You may be offered a HCV. If so, you will also be referred to comparable replacement homes where the Developer will accept the voucher. If the rent and estimated average monthly utility costs for both the comparable replacement home and the unit to which you relocate exceed the voucher "payment standard," you will qualify for cash assistance to cover the gap for 60 months.

**Advantages of HCV Assistance.** The HCV assistance may continue for as long as you have a need. Unlike cash assistance, HCV assistance is recomputed each year to reflect changes in your income, rent or the cost of utilities. While cash assistance will terminate at the end of 60 months, HCV assistance may continue to be available after the 60-month period ends if you still qualify as a lower-income person.

### B. **URA Rental Assistance**

URA rental assistance is computed by subtracting the "base monthly rent" for your present home from the rent and average monthly cost of utilities for your new home (or a comparable

replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount that you will receive. This amount will be paid directly to you in monthly installments or other periodic payments. Generally, the base monthly rent for your present home is the *lesser* of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your gross monthly household income (if you are low-income based on HUD income limits).

**Examples:** Let's say that the monthly rent and average cost for utilities for your present home are \$250; the monthly rent and estimated average utility costs for a comparable replacement home are \$350; and your monthly gross income is \$700. In this case, your "base monthly rent" would be \$210 because you are low-income and that amount (30 percent of your income) is less than the monthly cost of rent and utilities at your present home (\$250).

- If you rent a replacement home for \$360 per month, including estimated average monthly utility charges, you will receive \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the cost for a comparable replacement home (\$350)).
- If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the "base monthly rent" for your present home (\$210) and the actual cost of your new home (\$310)).

## C. Purchase Assistance

If you buy, rather than rent, a replacement home, you may be eligible for assistance to make a down payment. The amount depends on the type of housing that you buy. Section 104(d) purchase assistance is limited to mutual housing and cooperative housing. If you wish to purchase a house that is not mutual or cooperative housing, your purchase assistance would be provided under the URA.

### Section 104(d) Purchase Assistance.

If you buy a replacement home which is mutual or cooperative housing, you may be eligible for assistance based on the present value of the monthly payments you would receive if you rented a comparable replacement home for 60 months. Remember, the monthly payment is generally determined by subtracting 30 percent of your adjusted income from the monthly rent and estimated average monthly utility costs for a comparable replacement home.

**Example:** Assuming the information in the prior section 104(d) example and a 4 percent return on passbook savings, the purchase assistance would be \$9,231. Remember, your net monthly contribution is \$180, and the monthly rent and estimated average monthly cost of utilities for a comparable replacement home total \$350. The monthly difference is \$170. The present value of 60 monthly payments of \$170, discounted at 4 percent, is \$9,231. The full amount of the payment must be applied to the purchase of the mutual or cooperative housing that you buy.

### URA Purchase Assistance for Renters.

URA assistance to make a down payment is equal to the amount you would receive if you had rented a comparable replacement home (42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly cost of

utilities for a comparable replacement home). Remember, URA assistance is not limited to mutual housing or cooperatives.

**Example:** Assuming the information in the prior URA examples, the assistance for a down payment would be \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the monthly rent and estimated average monthly utility costs for a comparable replacement home (\$350)). The full amount of the payment must be applied to the purchase of your new home.

## **5. CURRENT HOUSING CHOICE VOUCHER TENANTS**

If you are currently using a Housing Choice Voucher (HCV), when you do move, you may be eligible to transfer your HCV eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation representative will provide counseling and other advisory services along with moving benefits. If the rent and estimated average monthly utility costs for both the comparable replacement home and the unit to which you relocate exceed the voucher "payment standard," you will qualify for cash assistance to cover the gap based on the assistance option chosen (URA or Section 104(d)).

## **6. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS**

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following:**

- For a tenant, the date you move from the displacement dwelling.
- For an Developer-occupant, the latter of:
  - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; **or**
  - b. The date the Displacing Agency fulfills its obligation to make available comparable replacement dwellings.

All claims for relocation benefits must be filed with the Displacing Agency **within eighteen (18) months** from the date on which you receive final payment for your property, or the date, on which you move, whichever is later.

## **7. RENTAL AGREEMENT**

As a result of the Displacing Agency's action to purchase the property where you live, you may become a tenant of the Displacing Agency. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

## **8. EVICTIONS**

Eviction for cause must conform to applicable State and local law. Any person who occupies the real property and is not in unlawful occupancy on the date of initiation of negotiations, is presumed to be entitled to relocation benefits, unless the Displacing Agency determines that:

- The person received an eviction notice prior to the initiation of negotiations and, as a result, was

- later evicted; or
- The person is evicted after the initiation of negotiations for serious or repeated violation of material terms of the lease; and
- The eviction was not undertaken for the purpose of evading relocation assistance regulations.

Except for the causes of eviction set forth above, no person lawfully occupying property to be purchased by the Displacing Agency will be required to move without having been provided with at least 90 days written notice from the Displacing Agency.

## **9. APPEAL PROCEDURES - GRIEVANCE**

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

## **10. TAX STATUS OF RELOCATION BENEFITS**

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **11. LAWFUL PRESENCE REQUIREMENT**

In order to be eligible to receive relocation benefits in federally-funded relocation projects under URA, all members of the household to be displaced must provide information regarding their lawful presence in the United States. Any member of the household who is not lawfully present in the United States or declines to provide this information may be denied relocation benefits, unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child, any of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by the Displacing Agency to negatively affect the alien's spouse, parent or child. Relocation benefits will be prorated to reflect the number of household members with certified lawful presence in the US. (Section 104(d) is not subject to this requirement.)

## **12. NON-DISCRIMINATION AND FAIR HOUSING**

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

### **13. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE**

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative at Overland, Pacific & Cutler.



**Relocation Assistance  
Informational Statement  
For Business, Farm & Nonprofit**

(Federal)

Displacing Agency:

**City of National City**

Project Name:

**302 W. 19<sup>th</sup> Street**

Displacing Agency Representative:

**Overland, Pacific & Cutler, LLC  
438 Camino Del Rio South Suite 213  
San Diego CA 92108  
Phone: 619-688-7980**

**Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.**

# Informational Statement for Business, Farm & Non-Profit

(Federal)

## Introduction

The property on which you now conduct your business is in an area to be improved by, or financed through, the Displacing Agency using federal funds. If and when the project proceeds, and it is necessary for you to move your business, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Displacing Agency has retained the professional firm of **Overland, Pacific & Cutler, LLC (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE THE PROPERTY.** However, if you desire to move sooner than required, you must contact your relocation agent at Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Displacing Agency's relocation assistance program.

**Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Displacing Agency acquires the property, you will also be required to pay rent to the Displacing Agency.**

## Summary of Available Relocation Assistance:

- A.** Advisory assistance to explain the relocation process, the related eligibility requirements, the procedures for obtaining reimbursement for moving expenses and referrals to suitable replacement locations
- B.** Payment for your moving expenses. You may receive one of the following options:
  - Option 1: A Payment for Actual Reasonable Moving and Related Expenses; or**
  - Option 2: A Fixed Payment In Lieu of a Payment for Actual Moving and Related Expenses**
- C.** Other help to reestablish your business and minimize the impact of the move including help in preparing claim forms to request relocation payments.

If you disagree with the Displacing Agency's decision as to your right to a relocation payment, or the amount of the payment, you may appeal that decision.

## **GENERAL RELOCATION QUESTIONS**

### **1. How Will I Know I Am Eligible for Relocation Assistance?**

Ordinarily, eligibility begins on the date the owner of the property receives the Displacing Agency's initial written offer to purchase the property. Therefore, you should not move before that date or receiving a notice of eligibility. If you do, you may not be eligible for relocation assistance.

### **2. How Will the Displacing Agency Know How Much Help I Need?**

You will be contacted at an early date and personally interviewed by an agent of the Displacing Agency. The interviewer will want to get information about your current operation, as well as identify movable personal property and non-movable improvements, determine your needs and preferences for a replacement location, estimate the time required to vacate the premises and your need for advance payments. During the interview, you may want to discuss other issues relative to your move. It is to your advantage to provide as much information as possible so that the Displacing Agency, through its relocation agent, can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

### **3. How Soon Will I Have to Move?**

Every reasonable effort will be made to provide you with sufficient time to find a suitable replacement location and reestablish your business. If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for the property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice. It is important, however, that you keep in close contact with the Displacing Agency so that you are aware of the time schedule for carrying out the project and the approximate date by which you will have to move.

### **4. I Own the Property. Will I Be Paid for It Before I Have to Move?**

If you reach a voluntary agreement to sell your property to the Displacing Agency, you will not be required to move before you receive the agreed purchase price. If the property is acquired through an eminent domain proceeding, you cannot be required to move before the estimated fair market value of the property has been deposited with the court. (You should be able to withdraw this amount immediately, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property).

### **5. Will I Have to Pay Rent to the Displacing Agency Before I Move?**

You may be required to pay a fair rent to the Displacing Agency for the period between the acquisition of your property and the date that you move. Your rent and the terms of your tenancy will be generally the same as in the prior arrangement.

### **6. How Will I Find a Replacement Location?**

Your relocation agent will provide you with current and continuing information on available replacement locations that meet your needs. You will also be provided with the names of local real estate agents and brokers who can assist you in finding the type of replacement location you require.

However, you are urged to take an active role in identifying, and relocating to, a location of your choice. No one knows your needs better than you do. You will want a facility that provides sufficient space for your planned activities. You will also want to ensure that there are no zoning or other requirements which will unduly restrict your planned operations. Your relocation agent will explain which kind of moving costs are eligible for reimbursement and which are not eligible. That will enable you to carry out your move in the most advantageous manner.

## **7. What Other Assistance Will Be Available to Help Me?**

In addition to help in finding a suitable replacement location, your relocation agent will help you secure the services of outside specialists, as necessary, to plan the move, as well as provide assistance during the actual move and in the reinstallation of machinery and/or other personal property. The range of services depends on the needs of the business being displaced. You should ask the Displacing Agency's relocation agent to tell you about the specific services that will be available to you.

## **8. I Have a Replacement Location and Want to Move. What Should I Do?**

Before you make any arrangements to move, notify the Displacing Agency's relocation agent, in writing, of your intention to move. This should be done at least 30 days before the date you begin your move. The Displacing Agency will discuss the move with you and advise you of the relocation payment(s) for which you may be eligible, the requirements to be met, and how to obtain a payment.

## **9. I Plan to Discontinue My Business Rather than Move. What Should I Do?**

If you have decided to discontinue your business rather than reestablish it, you may still be eligible to receive a payment. Contact the Displacing Agency's relocation agent and discuss your decision to discontinue your business. You will be informed of the payment, if any, for which you may be eligible, the requirements to be met, and how to obtain your payment.

## **10. What Kinds of Payments for Moving Expenses Will I Receive?**

Every business is eligible for a relocation payment to cover the reasonable cost of moving. Assuming you meet certain eligibility criteria, you may choose one of the following options:

**Option 1:** A Payment for Actual Reasonable Moving and Related Expenses; or

**Option 2:** A Fixed Payment In Lieu of Moving and Related Expenses

These payment options are described below:

### **Option 1: Payment for Actual Reasonable Moving and Related Expenses**

If you choose a Payment for Actual Reasonable Moving and Related Expenses, you may claim the cost of:

1. Transportation of personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Displacing Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.

3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment, and other personal property, and certain substitute personal property. This includes connection to utilities available within the building. It also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
4. Storage of the personal property determined to be necessary by the Displacing Agency, not to exceed 12 months, unless the Displacing Agency determines that a longer period is warranted.
5. Insurance for the replacement value of the personal property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen or damaged in the process of moving (not through fault or negligence of the displaced person, his or her agent or employee), where insurance covering such loss, theft or damage is not reasonably available.
7. Any license, permit, fees or certification required of your business at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.
8. Reasonable and preauthorized professional services, the Displacing Agency determines to be necessary for (i) planning the move of the personal property, (ii) moving the personal property, and (iii) installing the relocated personal property at the replacement location.
9. Re-lettering signs and replacing stationary on hand at the time of displacement that is made obsolete as a result of the move.
10. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing your business. The payment will consist of the lesser of:
  - (i) The fair market value in place of the item, as is for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, you must make a good faith effort to sell the personal property, unless the Displacing Agency determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value will be based on the cost of the goods to the business, not the potential selling price.); or
  - (ii) The estimated cost of moving the item as is, but with no allowance for storage; or for reconnecting a piece of equipment if the equipment is in storage or not being used at the acquired site. (If you elect to discontinue your business, the estimated cost will be based on a moving distance of 50 miles.)
11. Purchase of substitute personal property. If an item of personal property which is used as part of your business is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, you will be entitled to payment for the lesser of:

- (i) The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
  - (ii) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the Displacing Agency's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.
12. The reasonable cost incurred in attempting to sell an item that is not to be relocated.
13. Searching for a replacement location. Your business is entitled to reimbursement for actual expenses, not to exceed \$2,500 as the Displacing Agency determines to be reasonable, which are incurred in searching for a replacement location including:
- i) Transportation
  - ii) Meals and lodging away from home.
  - iii) Time spent searching, based on reasonable salary or earnings.
  - iv) Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such site.
  - v) Time spent in obtaining permits and attending zoning hearings; and
  - vi) Time spent negotiating the purchase of a replacement site based on a reasonable salary or earnings.
14. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the Displacing Agency, the allowable moving cost payment shall not exceed the lesser of: the amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business location.
15. Other related moving expenses as the Displacing Agency determines to be reasonable and necessary, including:
- i) Connection to available nearby utilities from the right-of-way to improvements at the replacement site;
  - ii) Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for your business operation, including but not limited to soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or lease of such site). At the Displacing Agency's discretion, a reasonable pre-approved hourly rate may be established
  - iii) Impact fees or one-time assessments for anticipated heavy utility usage, as determined by the Displacing Agency.

The Displacing Agency's relocation agent will explain all eligible moving costs, as well as, those which are not eligible. You must be able to account for all costs that you incur, so keep all your receipts. The Displacing Agency will inform you of the documentation needed to support your claim.

You may minimize the amount of documentation needed to support your claim, if you elect to "self-move" your property. Payment for a self-move is based on the amount of an acceptable low bid or estimate obtained by the Displacing Agency. If you self-move, you may move your personal property using your own employees and equipment or a commercial mover. If you and the Displacing Agency

cannot agree on an acceptable amount to cover the cost of the self-move, you will have to submit full documentation in support of your claim.

You may elect to pay your moving costs yourself and be reimbursed by the Displacing Agency or, if you prefer, you may have the Displacing Agency pay the mover directly. In either case, let the Displacing Agency's relocation agent know before you move. The Displacing Agency agent can help you select a reliable and reputable mover.

When a payment for "actual direct loss of personal property" or "substitute personal property" is made for an item, the estimated cost of moving the item may be based on the lowest acceptable bid or estimate obtained by the Displacing Agency. If not sold or traded-in, the item must remain at the old location and ownership of the item must be transferred to the Displacing Agency before you may receive the payment.

In addition to the reimbursable expenses described above, a small business, farm or non-profit organization may be eligible to receive a payment of up to \$25,000 for expenses actually incurred in relocating and reestablishing its operation at a replacement site. Eligible expenses must be reasonable and necessary, as determined by the Displacing Agency. They may include but are not limited to the following:

1. Repairs or improvements to the replacement real property as required by federal, state or local law, code or ordinance.
2. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
3. Construction and Installation costs for exterior signage to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting.
5. Advertising of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site, for such items as:
  - a. Lease or rental charges
  - b. Personal or real property taxes
  - c. Insurance premiums, and
  - d. Utility charges (excluding Impact fees)
7. Other items that the Displacing Agency considers essential to the reestablishment of the business.

The following is a non-exclusive listing of reestablishment expenditures not considered to be reasonable, necessary or otherwise eligible:

- Purchase of capital assets, such as, office furniture, filing cabinets, and machinery or trade fixtures.
- Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.



- Interest costs associated with any relocation expense or the purchase of replacement property.
- Payment to a part-time business in the home which does not contribute materially to the household income.

**Option 2: Fixed Payment In Lieu of a Payment for Actual Reasonable Moving and Related Expenses**

A displaced business, non-profit organization or farm may be eligible to choose a fixed payment in lieu of the payments for actual moving and related expenses and actual reasonable reestablishment expenses. The payment may not be less than \$1,000.00 or more than \$40,000.00. For a business or farm, the payment is based on the average annual net earnings before Federal, State and local income taxes during the 2 taxable years immediately prior to the taxable year in which it was displaced. For a non-profit organization, the payment is based on the average of 2 years annual gross revenues less administrative expenses.

In order to qualify for this payment, the Displacing Agency must determine that:

1. The business owns or rents personal property which must be moved in connection with the displacement and for which an expense would be incurred in such move, and the business vacates or relocates from its displacement site.
2. The business cannot be relocated without a substantial loss of existing patronage (clientele or net earnings).
3. The business is not a part of a commercial enterprise having more than three other entities which are not being acquired by the Displacing Agency, and which are engaged in the same or similar business activities.
4. The business is not operated at the displacement dwelling/site solely for the purpose of renting such dwelling/site to others.
5. The business contributed materially to the income of the displaced person during the two (2) taxable years prior to displacement.

If the business or farm was not in operation for the full two years prior to displacement, the net earnings are based on the actual period of operation at the acquired site projected to an annual rate. Average net earnings may be based on a different period of time when the Displacing Agency determines it to be more equitable. Net earnings include any compensation paid to the owners of the business, a spouse or dependents. Proof of net earnings must be furnished to the Displacing Agency through income tax returns, certified financial statements, or other reasonable evidence which the Displacing Agency determines is satisfactory.

For a qualified non-profit organization, gross earnings may include membership fees, class fees, cash donations, tithes and receipts from sales or other forms of fund collection that enables the non-profit organization to operate. Administrative expenses are those for administrative support such as rent, utilities, salaries, advertising and other like items as well as fund raising expenses. Operating expenses for carrying out the purposes of the non-profit organization are not included in administrative expenses. The monetary receipts and expense amounts may be verified with certified financial statements or financial documents required by public agencies.

The Displacing Agency will inform you as to your eligibility for this payment option and the documentation you must submit to support your claim. Remember, when you elect to take this payment option you are not entitled to reimbursement for any other moving expenses, i.e. **Option A** described above.

### **11. I Own an Outdoor Advertising Display. What Relocation Payment Will I Receive?**

As the owner of an outdoor advertising display, you are eligible for a Relocation Payment For Actual Reasonable Moving and Related Expenses. You are not eligible to receive a Payment In Lieu of a Payment For Actual Reasonable Moving and Related Expenses.

If you choose not to relocate or replace the sign, the payment for "direct loss of personal property" would be the lesser of: (1) the depreciated reproduction cost of the sign, as estimated by the Displacing Agency, less the proceeds from its sale, or (2) the estimated cost of moving the sign without temporary storage. The Displacing Agency will inform you as to the exact costs that may be reimbursed.

### **12. How do I Receive a Relocation Payment?**

You must file a claim for a relocation payment. The Displacing Agency's relocation agent will provide you with the required claim forms, assist you in completing them, and explain the type of documentation that you must submit in order to receive your relocation payments. If you must pay any relocation expenses before you move (e.g., because you must provide a security deposit if you lease your new location), discuss your financial needs with the Displacing Agency. You may be able to obtain an advance payment. An advance payment may be placed in "escrow" to ensure that the move will be completed on a timely basis.

If you are a tenant, you must file your claim within 18 months after the date you move. If you own the property, you must file within 18 months after the date you move, or the date you receive the final acquisition payment, whichever is later. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, the Displacing Agency may extend this period.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

### **13. Non-Discrimination**

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Displacing Agency's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Displacing Agency.

### **14. Appeals**

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Displacing Agency's Relocation Assistance Program may have the appeal application reviewed

by the Displacing Agency in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Displacing Agency.

## **15. Tax Status of Relocation Benefits**

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **16. Lawful Presence Requirement**

Pursuant to the Public Law 105-117, in order to be eligible to receive non-residential relocation benefits in federally-funded projects, in the case of an unincorporated business, each owner must be either a citizen or national of the United States, or an alien who is lawfully present in the United States. The owner of a sole proprietorship and all owners of a partnership must provide information regarding their lawful presence in the United States, and a for-profit or a non-profit corporation must certify that it is authorized to conduct business within the United States. Owners of sole proprietorships or partnerships, who are not lawfully present in the United States, or who decline to provide this information, are not eligible for relocation assistance, unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child, any of whom is a citizen or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by the Displacing Agency to negatively affect the alien's spouse, parent or child. Relocation benefits will be prorated to reflect the number of owners with certified lawful presence in the United States.

## **17. Additional Information**

If you have further questions after reading this brochure, please contact the Displacing Agency's relocation agent at **Overland, Pacific & Cutler, LLC**.

# **EXHIBIT C**

## **GENERAL INFORMATION NOTICES**

## General Information Notice – Residential

Date

<<NAMES>> and All Other Occupants  
 <<ADDRESS>>  
 National City, CA 91950

Dear Occupants:

The City of National City (called here the "City") is interested in acquiring the property you currently occupy at <<ADDRESS>> for the proposed **302 W. 19<sup>th</sup> Street (Project)**. This notice is to inform you of your rights under Federal and State law.

If the City acquires the property, you will be required to permanently relocate in the future, and you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, Section 104(d) of the Housing and Community Development Act of 1974, as amended and Title 25 of the California Code of Regulations.

**However, you do not have to move now.**  
**This is not a notice to vacate the premises or a notice of relocation eligibility.**

The City has retained the professional firm of **Overland, Pacific & Cutler, LLC** (OPC) to represent the City and assist you in the relocation process.

In order to assess and better plan for your relocation needs, OPC staff will need to meet with you to collect information about your household and to provide you with information regarding the relocation assistance that will be available to you. **Please contact the relocation agent below as soon as possible to make an appointment for the agent to meet with you in your home.**

**Ada Fernandez at (619) 688-7980**

**You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance.** You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. **If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance.** Please contact us before you make any moving plans.

If the City requires you to move from the property and you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, and at least 90 days advance written notice of the date you will be required to move. You would also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or buy a replacement dwelling.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the City's Relocation Assistance Program may have the appeal application reviewed by the City in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the City.

Note that pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, there is no lawful presence requirement to be eligible for assistance under the Section 104(d) program or the State relocation program.

**Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.**

When the relocation agent meets with you, you will be given a list of documents you need to provide to the agent in order to establish your eligibility for relocation assistance for the various relocation programs available to you and to assist us in calculating your financial benefits. It is very important that you provide the documentation requested in order to qualify for the most amount of relocation assistance possible.

If you have any questions about this or any other relocation issues, please contact your relocation agent Ada Fernandez at 619-688-7980. Again, it is very important that we meet with you as soon as possible to begin establishing your eligibility for relocation assistance.

Sincerely,

Daniel Furr  
Project Manager  
Overland Pacific & Cutler, LLC  
438 Camino Del Rio South Suite 2013  
San Diego, CA 92108

\_\_\_\_\_  
*Received by*

Delivered on/by: \_\_\_\_/\_\_\_\_

X\_\_\_\_\_  
*Recipient's Signature*

Posted on/by: \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
*Date*

Mailed/receipt received on: \_\_\_\_/\_\_\_\_

## General Information Notice – Non-Residential

Date

<<NAMES>>

<<ADDRESS>>

National City, CA 91950

Dear <<NAMES>>:

The City of National City (called here the "City") is interested in acquiring the property you currently occupy at <<Address>> for the proposed **302 W. 19<sup>th</sup> Street (Project)**. This notice is to inform you of your rights under Federal and State law.

If the City acquires the property, you will be required to permanently relocate in the future, and you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended and Title 25 of the California Code of Regulations.

**However, you do not have to move now.**

**This is not a notice to vacate the premises or a notice of relocation eligibility.**

The City has retained the professional firm of **Overland, Pacific & Cutler, LLC (OPC)** to represent the City and assist you in the relocation process.

In order to assess and better plan for your relocation needs, OPC staff will need to meet with you to collect information about your business and to provide you with information regarding the relocation assistance that will be available to you. **Please contact the relocation agent below as soon as possible to make an appointment for the agent to meet with you at your business.**

**Ada Fernandez at (619) 688-7980**

**You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance.** You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. **If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance.** Please contact us before you make any moving plans.

You will be given advisory services, including referrals to replacement sites, and at least 90 days advance written notice of the date you will be required to move. You would also receive either a payment for actual moving and reestablishment expenses, or, a fixed payment in lieu of a payment for actual moving and reestablishment expenses.

Pursuant to the Public Law 105-117, in order to be eligible to receive non-residential relocation benefits in federally-funded projects, in the case of an unincorporated business, each owner must be either a citizen or national of the United States, or an alien who is lawfully present in the United States. The owner of a sole proprietorship and all owners of a partnership must provide information



regarding their lawful presence in the United States, and a for-profit or a non-profit corporation must certify that it is authorized to conduct business within the United States. Owners of sole proprietorships or partnerships, who are not lawfully present in the United States, or who decline to provide this information, are not eligible for relocation assistance, unless such eligibility would result in exceptional hardship to a qualifying spouse, parent, or child. Relocation benefits will be prorated to reflect the number of owners with certified lawful presence in the United States.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If the City decides not to move forward with the project, you will be notified in writing.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the City's Relocation Assistance Program may have the appeal application reviewed by the City in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the City.

If you have any questions about this or any other relocation issues, please contact the relocation agent listed on the previous page. Again, it is very important that we meet with you as soon as possible to begin establishing your eligibility for relocation assistance.

Sincerely,

Daniel Furr  
Project Manager  
Overland Pacific & Cutler, LLC  
438 Camino Del Rio South Suite 2013  
San Diego, CA 92108

\_\_\_\_\_  
*Received by*

Delivered on/by: \_\_\_\_/\_\_\_\_

X\_\_\_\_\_  
*Recipient's Signature*

Posted on/by: \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
*Date*

Mailed/receipt received on: \_\_\_\_/\_\_\_\_

# **EXHIBIT D**

## **PUBLIC COMMENTS & RESPONSES**

No comments were received during the public review and comment period.

RESOLUTION NO. 2018 --

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
APPROVING A RELOCATION PLAN AS REQUIRED BY THE UNIFORM  
RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES  
ACT OF 1970 AS AMENDED AND ANY OTHER APPLICABLE FEDERAL AND  
STATE LAWS FOR THE RELOCATION OF TWO RESIDENTIAL TENANTS AND  
ONE COMMERCIAL TENANT LOCATED AT 302 WEST 19<sup>TH</sup> STREET IN  
NATIONAL CITY FOR THE TOTAL NOT-TO-EXCEED AMOUNT OF \$250,000,  
AND AUTHORIZING THE ESTABLISHMENT OF A SEWER SERVICE  
FUND APPROPRIATION IN THE AMOUNT OF \$250,000  
AND THE USE OF SEWER SERVICE FUND BALANCE

WHEREAS, the City of National City ("City") purchased real property located on a rectangular parcel located at 302 West 19th Street in order to save on substantial sewer infrastructure improvements for the expansion of Paradise Creek Educational Park (the "Park"); and

WHEREAS, the current sewer service to 302 West 19th Street ("Property") is being provided by a temporary pump station that was installed because the previous sewer connection, which ran under Paradise Creek onto the WI-TOD housing site, was abandoned and capped to allow for construction of Paradise Creek Apartments; and

WHEREAS, the temporary pump station is located in the center of the proposed expansion to the Park and needs to be removed in order to expand the Park; and

WHEREAS, estimated costs to reroute and maintain the sewer is greater than the cost of acquiring the Property and relocating the current tenants and occupants; and

WHEREAS, no other feasible alternatives for providing permanent sewer service to this property have been identified due to site constraints and potential environmental impacts; and

WHEREAS, the purchase of the Property was ratified by the City Council on March 6, 2018, and the sale was finalized on July 2, 2018; and

WHEREAS, the Property was purchased with the intent to demolish the structure and use the land in the development of Paradise Creek Educational Park.

WHEREAS, due to the necessary demolition of existing structures, all current occupants of the Property will need to be permanently relocated; and

WHEREAS, there are two residential tenants and one commercial tenant that will require relocation; and

WHEREAS, the needs and characteristics of the current occupants, available relocation resources and the City's program to provide assistance to each affected person are general subjects of the Relocation Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City approves the Relocation Plan as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and any other applicable federal and state laws for the relocation of two residential tenants and one commercial tenant located at 302 West 19<sup>th</sup> Street in National City.

BE IT FURTHER RESOLVED that the City Council of the City of National City hereby authorizes the establishment of an appropriation not-to-exceed \$250,000 based on the available fund balance of the Sewer Service Fund to cover any and all costs associated with the implementation of the Relocation Plan.

BE IT FURTHER RESOLVED that the City Manager or designee has the authority to execute any agreements or associated documents required to implement the Relocation Plan. A copy of the Relocation Plan is available at the office of the City Clerk.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended May 31, 2018. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Investment transactions for the month ended May 31, 2018.

**PREPARED BY:** *Ron Gutlay*

**PHONE:** 619-336-4346

**DEPARTMENT:** Finance

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending May 31, 2018.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**  
NA

**APPROVED:** \_\_\_\_\_ **FINANCE**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended May 31, 2018.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Investment Transaction Ledger



# Transaction Ledger

4/30/18 Thru 5/31/18

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/01/2018	60934N807	3,128.13	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	3,128.13	0.00	3,128.13	0.00
Purchase	05/02/2018	60934N807	256.77	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	256.77	0.00	256.77	0.00
Purchase	05/03/2018	60934N807	3,545.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	3,545.00	0.00	3,545.00	0.00
Purchase	05/06/2018	60934N807	4,200.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	4,200.00	0.00	4,200.00	0.00
Purchase	05/11/2018	369550BE7	215,000.00	General Dynamics Corp Note 3% Due 5/11/2021	99.305	3.24 %	213,505.75	0.00	213,505.75	0.00
Purchase	05/11/2018	60934N807	2,317.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	2,317.50	0.00	2,317.50	0.00
Purchase	05/11/2018	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	450,000.00	0.00	450,000.00	0.00
Purchase	05/15/2018	60934N807	3,250.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	3,250.00	0.00	3,250.00	0.00
Purchase	05/15/2018	60934N807	21,459.70	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	21,459.70	0.00	21,459.70	0.00
Purchase	05/15/2018	60934N807	41,882.14	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	41,882.14	0.00	41,882.14	0.00
Purchase	05/15/2018	60934N807	35,118.64	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	35,118.64	0.00	35,118.64	0.00
Purchase	05/15/2018	60934N807	463.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	463.75	0.00	463.75	0.00
Purchase	05/18/2018	369550BE7	185,000.00	General Dynamics Corp Note 3% Due 5/11/2021	99.303	3.25 %	183,710.55	107.92	183,818.47	0.00
Purchase	05/18/2018	60934N807	5,822.89	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	5,822.89	0.00	5,822.89	0.00
Purchase	05/18/2018	60934N807	220,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	220,000.00	0.00	220,000.00	0.00
Purchase	05/18/2018	60934N807	13,548.89	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	13,548.89	0.00	13,548.89	0.00
Purchase	05/19/2018	60934N807	3,900.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	3,900.00	0.00	3,900.00	0.00
Purchase	05/21/2018	60934N807	1,968.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	1,968.75	0.00	1,968.75	0.00
Purchase	05/21/2018	60934N807	450,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	450,000.00	0.00	450,000.00	0.00
Purchase	05/23/2018	60934N807	5,687.50	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	5,687.50	0.00	5,687.50	0.00
Purchase	05/24/2018	89113XX33	250,000.00	Toronto Dominion NY Yankee CD 2.68% Due 5/24/2019	100.000	2.68 %	250,000.00	0.00	250,000.00	0.00
Purchase	05/25/2018	161571HF4	550,000.00	Chase CHAIT Pool 2016-A5 1.27% Due 7/15/2021	98.434	2.28 %	541,384.77	194.03	541,578.80	0.00
Purchase	05/27/2018	60934N807	3,575.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	3,575.00	0.00	3,575.00	0.00
Purchase	05/29/2018	60934N807	5,296.88	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	5,296.88	0.00	5,296.88	0.00
Purchase	05/30/2018	43814UAG4	175,000.00	Honda Auto Receivables 2018-2 A3 3.01% Due 5/18/2022	99.998	3.03 %	174,996.19	0.00	174,996.19	0.00
Purchase	05/31/2018	60934N807	12,506.25	Federated Investors Govt Oblig Fund Inst.	1.000	1.38 %	12,506.25	0.00	12,506.25	0.00
<b>Subtotal</b>			<b>2,662,927.79</b>				<b>2,651,525.05</b>	<b>301.95</b>	<b>2,651,827.00</b>	<b>0.00</b>





## Transaction Ledger

4/30/18 Thru 5/31/18

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Security Contribution	05/31/2018	90SDCP\$00	14,000.00	County of San Diego Pooled Investment Pool	1.000		14,000.00	0.00	14,000.00	0.00
	<b>Subtotal</b>		<b>14,000.00</b>				<b>14,000.00</b>	<b>0.00</b>	<b>14,000.00</b>	<b>0.00</b>
Short Sale	05/11/2018	60934N807	-213,505.75	Federated Investors Govt Oblig Fund Inst.	1.000		-213,505.75	0.00	-213,505.75	0.00
	<b>Subtotal</b>		<b>-213,505.75</b>				<b>-213,505.75</b>	<b>0.00</b>	<b>-213,505.75</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>2,463,422.04</b>				<b>2,452,019.30</b>	<b>301.95</b>	<b>2,452,321.25</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	05/11/2018	60934N807	-213,505.75	Federated Investors Govt Oblig Fund Inst.	1.000		-213,505.75	0.00	-213,505.75	0.00
	<b>Subtotal</b>		<b>-213,505.75</b>				<b>-213,505.75</b>	<b>0.00</b>	<b>-213,505.75</b>	<b>0.00</b>
Sale	05/11/2018	60934N807	213,505.75	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	213,505.75	0.00	213,505.75	0.00
Sale	05/18/2018	60934N807	183,818.47	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	183,818.47	0.00	183,818.47	0.00
Sale	05/24/2018	60934N807	250,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	250,000.00	0.00	250,000.00	0.00
Sale	05/25/2018	60934N807	541,578.80	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	541,578.80	0.00	541,578.80	0.00
Sale	05/30/2018	60934N807	174,996.19	Federated Investors Govt Oblig Fund Inst.	1.000	1.32 %	174,996.19	0.00	174,996.19	0.00
	<b>Subtotal</b>		<b>1,363,899.21</b>				<b>1,363,899.21</b>	<b>0.00</b>	<b>1,363,899.21</b>	<b>0.00</b>
Paydown	05/15/2018	47788BAB0	21,275.06	John Deere Owner Trust 2017-B A2A 1.59% Due 4/15/2020	100.000		21,275.06	184.64	21,459.70	1.85
Paydown	05/15/2018	65478GAB6	41,256.30	Nissan Auto Receivables Owner 2017-B A2A 1.56% Due 5/15/2020	100.000		41,256.30	625.84	41,882.14	1.62
Paydown	05/15/2018	89237RAB4	34,501.30	Toyota Auto Receivable 2017-C A2A 1.58% Due 7/15/2020	100.000		34,501.30	617.34	35,118.64	0.33
Paydown	05/15/2018	89238BAB8	0.00	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	100.000		0.00	463.75	463.75	0.00
Paydown	05/18/2018	43814PAB6	13,361.94	Honda Auto Receivables Owner T 17-3 A2 1.57% Due 1/21/2020	100.000		13,361.94	186.95	13,548.89	1.19
	<b>Subtotal</b>		<b>110,394.60</b>				<b>110,394.60</b>	<b>2,078.52</b>	<b>112,473.12</b>	<b>4.99</b>



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Maturity	05/11/2018	3133EEJ50	450,000.00	FFCB Note 1.03% Due 5/11/2018	100.000		450,000.00	0.00	450,000.00	855.00
Maturity	05/18/2018	747525AG8	220,000.00	Qualcomm Inc Note 1.4% Due 5/18/2018	100.000		220,000.00	0.00	220,000.00	794.20
Maturity	05/21/2018	3135G0WJ8	450,000.00	FNMA Note 0.875% Due 5/21/2018	100.000		450,000.00	0.00	450,000.00	2,527.20
<b>Subtotal</b>			<b>1,120,000.00</b>				<b>1,120,000.00</b>	<b>0.00</b>	<b>1,120,000.00</b>	<b>4,176.40</b>
Security Withdrawal	05/03/2018	60934N807	2,148.32	Federated Investors Govt Oblig Fund Inst.	1.000		2,148.32	0.00	2,148.32	0.00
Security Withdrawal	05/17/2018	90LAIF\$00	500,000.00	Local Agency Investment Fund State Pool	1.000		500,000.00	0.00	500,000.00	0.00
Security Withdrawal	05/21/2018	90LAIF\$00	400,000.00	Local Agency Investment Fund State Pool	1.000		400,000.00	0.00	400,000.00	0.00
<b>Subtotal</b>			<b>902,148.32</b>				<b>902,148.32</b>	<b>0.00</b>	<b>902,148.32</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>3,282,936.38</b>				<b>3,282,936.38</b>	<b>2,078.52</b>	<b>3,285,014.90</b>	<b>4,181.39</b>
<b>OTHER TRANSACTIONS</b>										
Interest	05/01/2018	3137EADR7	455,000.00	FHLMC Note 1.375% Due 5/1/2020	0.000		3,128.13	0.00	3,128.13	0.00
Interest	05/03/2018	594918BF0	130,000.00	Microsoft Note 1.3% Due 11/3/2018	0.000		845.00	0.00	845.00	0.00
Interest	05/03/2018	594918BG8	270,000.00	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	0.000		2,700.00	0.00	2,700.00	0.00
Interest	05/06/2018	037833AQ3	400,000.00	Apple Inc Note 2.1% Due 5/6/2019	0.000		4,200.00	0.00	4,200.00	0.00
Interest	05/11/2018	3133EEJ50	450,000.00	FFCB Note 1.03% Due 5/11/2018	0.000		2,317.50	0.00	2,317.50	0.00
Interest	05/15/2018	459200HM6	400,000.00	IBM Corp Note 1.625% Due 5/15/2020	0.000		3,250.00	0.00	3,250.00	0.00
Interest	05/17/2018	3137EAEK1	600,000.00	FHLMC Note 1.875% Due 11/17/2020	0.000		5,687.50	0.00	5,687.50	0.00
Interest	05/18/2018	22160KAJ4	400,000.00	Costco Wholesale Corp Note 2.15% Due 5/18/2021	0.000		4,300.00	0.00	4,300.00	0.00
Interest	05/18/2018	747525AG8	220,000.00	Qualcomm Inc Note 1.4% Due 5/18/2018	0.000		1,522.89	0.00	1,522.89	0.00
Interest	05/19/2018	857477AV5	400,000.00	State Street Bank Note 1.95% Due 5/19/2021	0.000		3,900.00	0.00	3,900.00	0.00



# Transaction Ledger

4/30/18 Thru 5/31/18

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>OTHER TRANSACTIONS</b>										
Interest	05/21/2018	3135G0WJ8	450,000.00	FNMA Note 0.875% Due 5/21/2018	0.000		1,968.75	0.00	1,968.75	0.00
Interest	05/27/2018	3135G0YT4	440,000.00	FNMA Note 1.625% Due 11/27/2018	0.000		3,575.00	0.00	3,575.00	0.00
Interest	05/29/2018	3130AABG2	565,000.00	FHLB Note 1.875% Due 11/29/2021	0.000		5,296.88	0.00	5,296.88	0.00
Interest	05/31/2018	912828G53	600,000.00	US Treasury Note 1.875% Due 11/30/2021	0.000		5,625.00	0.00	5,625.00	0.00
Interest	05/31/2018	912828M98	570,000.00	US Treasury Note 1.625% Due 11/30/2020	0.000		4,631.25	0.00	4,631.25	0.00
Interest	05/31/2018	912828UB4	450,000.00	US Treasury Note 1% Due 11/30/2019	0.000		2,250.00	0.00	2,250.00	0.00
	<b>Subtotal</b>		<b>6,800,000.00</b>				<b>55,197.90</b>	<b>0.00</b>	<b>55,197.90</b>	<b>0.00</b>
Dividend	05/01/2018	90SDCP\$00	8,148,000.00	County of San Diego Pooled Investment Pool	0.000		11,676.08	0.00	11,676.08	0.00
Dividend	05/02/2018	60934N807	157,877.13	Federated Investors Govt Oblig Fund Inst.	0.000		256.77	0.00	256.77	0.00
	<b>Subtotal</b>		<b>8,305,877.13</b>				<b>11,932.85</b>	<b>0.00</b>	<b>11,932.85</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>15,105,877.13</b>				<b>67,130.75</b>	<b>0.00</b>	<b>67,130.75</b>	<b>0.00</b>

The following page(s) contain the backup material for Agenda Item: Warrant Register #49 for the period of 05/30/18 through 06/05/18 in the amount of \$4,131,984.66.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #49 for the period of 05/30/18 through 06/05/18 in the amount of \$4,131,984.66.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 05/30/18 through 06/05/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of San Diego	335519	58,083.00	Dispatching Services for Fire
Kaiser Foundation HP	335574	191,472.88	Group 104220-0002 / May 2018
Adminsire Inc	867918	125,000.00	Prefunding Request John Gish Claim
City of San Diego	888546	1,230,416.00	Transportation / Sewer Treatment
Bank of America	888606	140,504.81	2017A Energy Efficiency Series
Adminsire Inc	901932	150,000.00	W/C Account Replenishment / May18

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$4,131,984.66.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$4,131,984.66

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register #49



**WARRANT REGISTER #49**  
**6/6/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MILLER, C	ADVANCED DISABILITY PENSION	335498	6/5/18	3,883.77
49ER COMMUNICATIONS INC	RUGGEDIZED LAPEL MICROPHONE	335499	6/5/18	551.26
ACEDO, I	RETIREE HEALTH BENEFIT / JUNE 2018	335500	6/5/18	160.00
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM / MAY 2018	335501	6/5/18	812.66
ALDEMCO	FOOD / NUTRITION CENTER	335502	6/5/18	290.84
ALL FRESH PRODUCTS	FOOD / NUTRITION CENTER	335503	6/5/18	571.26
ANDERSON, E	RETIREE HEALTH BENEFIT / JUNE 2018	335504	6/5/18	110.00
ARJIS	ARJIS / GRAFFITI TRACKER/ FY 18	335505	6/5/18	1,292.22
ASSI SECURITY INC	PROGRAM SYSTEM AND TRAINING / PW	335506	6/5/18	735.00
AT&T	AT&T SBC PHONE SERVICE APRIL	335507	6/5/18	1,708.18
AT&T	AT&T SBC PHONE SERVICE MAY	335508	6/5/18	360.36
BEARD, P	RETIREE HEALTH BENEFIT / JUNE 2018	335509	6/5/18	70.00
BECK, L	RETIREE HEALTH BENEFIT / JUNE 2018	335510	6/5/18	140.00
BISHOP, R	RETIREE HEALTH BENEFIT / JUNE 2018	335511	6/5/18	110.00
BOEGLER, C	RETIREE HEALTH BENEFIT / JUNE 2018	335512	6/5/18	260.00
BULL, P	RETIREE HEALTH BENEFIT / JUNE 2018	335513	6/5/18	580.00
BULLEX INC	SMOKE LIQUID (20 LITER) / FIRE	335514	6/5/18	574.00
CALIFA GROUP	CENIC BROADBAND - LIBRARY FY17	335515	6/5/18	4,643.06
CALPELRA	2018 CALPELRA ANNUAL TRAINING / HR	335516	6/5/18	1,045.00
CARRILLO, R	RETIREE HEALTH BENEFIT / JUNE 2018	335517	6/5/18	290.00
CASAS, L	INTERPRETATION SVCS. - 04/03/18 COUNCIL MEETING	335518	6/5/18	150.00
CITY OF SAN DIEGO	DISPATCHING SERVICES FOR FIRE	335519	6/5/18	58,083.00
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES	335520	6/5/18	791.01
COLE, L	RETIREE HEALTH BENEFIT / JUNE 2018	335521	6/5/18	165.00
COLLINSON, C	RETIREE HEALTH BENEFIT / JUNE 2018	335522	6/5/18	420.00
CONDON, D	RETIREE HEALTH BENEFIT / JUNE 2018	335523	6/5/18	280.00
CORDERO, E	RETIREE HEALTH BENEFIT / JUNE 2018	335524	6/5/18	520.00
CORPUZ, T	RETIREE HEALTH BENEFIT / JUNE 2018	335525	6/5/18	140.00
COUNTY OF SAN DIEGO	726 W. 19TH ST PERMIT / ENG	335526	6/5/18	781.00
COX COMMUNICATIONS	COX DATA SERVICES MAY	335527	6/5/18	4,032.11
CSAC EXCESS INS AUTHORITY	CERTIFICATE OF INSURANCE MANAGEMENT	335528	6/5/18	937.50
CV VENTURES LLC	CONTRACT SERV. DUCK POND	335529	6/5/18	2,504.91
DANESHFAR, Z	RETIREE HEALTH BENEFIT / JUNE 2018	335530	6/5/18	250.00
DAY WIRELESS SYSTEMS	MAY-JUNE 2018 USAGE	335531	6/5/18	6,588.00
DELGADO, E	YOGA MATS / CSD	335532	6/5/18	108.12
DELTA DENTAL	DENTAL INS PREMIER / MAY 2018	335533	6/5/18	16,093.47
DELTA DENTAL	DENTAL INS PREMIER / JUNE 2018	335534	6/5/18	15,981.75
DELTA DENTAL	GRP# 05-0908601002 / COBRA PREMIER / MAY	335535	6/5/18	180.88
DELTA DENTAL	GRP# 05-0908601002 / COBRA PREMIER / JUN	335536	6/5/18	180.88
DELTA DENTAL INSURANCE CO	GRP# 05-7029600000 / JUNE 2018	335537	6/5/18	2,855.82
DELTA DENTAL INSURANCE CO	GRP# 05-7029600000	335538	6/5/18	2,833.38
DELTA DENTAL INSURANCE CO	GRP# 05-7029600002 / COBRA / MAY 2018	335539	6/5/18	16.50
DELTA DENTAL INSURANCE CO	GRP# 02-7029600002 / COBRA / JUNE 2018	335540	6/5/18	16.50
DEPARTMENT OF JUSTICE	NEW EMPLOYEE FINGERPRINT TEST RESULTS AP	335541	6/5/18	128.00
DESROCHERS, P	RETIREE HEALTH BENEFIT / JUNE 2018	335542	6/5/18	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFIT / JUNE 2018	335543	6/5/18	70.00
DIAZ, E	EDUCATION REIMBURSEMENT	335544	6/5/18	963.39
DIAZ, M	RETIREE HEALTH BENEFIT / JUNE 2018	335545	6/5/18	680.00
DILLARD, S	RETIREE HEALTH BENEFIT / JUNE 2018	335546	6/5/18	480.00
DREDGE, J	RETIREE HEALTH BENEFIT / JUNE 2018	335547	6/5/18	250.00



**WARRANT REGISTER #49**  
**6/6/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
EISER III, G	PROFESSIONAL SERVICES	335548	6/5/18	1,907.50
FABINSKI, D	RETIREE HEALTH BENEFIT / JUNE 2018	335549	6/5/18	220.00
FAT PIPE NETWORKS	FATPIPE LICENSING RENEWAL / MIS	335550	6/5/18	3,600.00
FEDEX	TESTING MATERIALS FOR POLICE RECRUIT / HR	335551	6/5/18	23.36
FERNANDEZ, R	RETIREE HEALTH BENEFITS / JUNE 2018	335552	6/5/18	270.00
FIFIELD, K	RETIREE HEALTH BENEFIT / JUNE 2018	335553	6/5/18	540.00
FLORES, VERONICA	REFUND: CITATION OVERPAYMENT	335554	6/5/18	130.00
GELSKEY, K	RETIREE HEALTH BENEFIT / JUNE 2018	335555	6/5/18	115.00
GIBBS JR, R	RETIREE HEALTH BENEFIT / JUNE 2018	335556	6/5/18	120.00
GISH, J	RETIREE HEALTH BENEFIT / JUNE 2018	335557	6/5/18	290.00
GONZALES, M	RETIREE HEALTH BENEFIT / JUNE 2018	335558	6/5/18	480.00
GOVCONNECTION INC	APPLE IPAD PRO 12.9" RETINA / MIS	335559	6/5/18	2,800.42
GRANICUS INC	GRANICUS ENCODER APPLICATION SOFTWARE	335560	6/5/18	225.00
HANSON, E	RETIREE HEALTH BENEFIT / JUNE 2018	335561	6/5/18	135.00
HARLAN, M	RETIREE HEALTH BENEFIT / JUNE 2018	335562	6/5/18	500.00
HAUG, S	RETIREE HEALTH BENEFIT / JUNE 2018	335563	6/5/18	120.00
HERNANDEZ, R	RETIREE HEALTH BENEFIT / JUNE 2018	335564	6/5/18	400.00
HINDERLITER DE LLAMAS	PROPERTY ASSESSMENT/HOUSING	335565	6/5/18	5,500.00
HODGES, B	RETIREE HEALTH BENEFIT / JUNE 2018	335566	6/5/18	200.00
HUNTER'S NURSERY INC	MOP 45719. SUPPLIES FOR COMMUNITY SERVICES	335567	6/5/18	236.62
HUTCHINSON, C	MILEAGE REIMBURSEMENT / ENG	335568	6/5/18	26.16
IBARRA, J	RETIREE HEALTH BENEFIT / JUNE 2018	335569	6/5/18	780.00
IDEMIA IDENTITY & SECURITY USA	NEW EMPLOYEE FINGERPRINT TEST SUBMISSION	335570	6/5/18	8.00
JAMES, R	RETIREE HEALTH BENEFIT / JUNE 2018	335571	6/5/18	140.00
JUNIEL, R	RETIREE HEALTH BENEFIT / JUNE 2018	335572	6/5/18	50.00
K SURPLUS SALES INC	BUILDING FEE REFUND	335573	6/5/18	6.37
KAISER FOUNDATION HEALTH PLANS	GROUP 104220-0002 / MAY 2018	335574	6/5/18	191,472.88
KAISER FOUNDATION HEALTH PLANS	GRP# 104220-01, 06, 07 / MAY 2018	335575	6/5/18	20,069.40
KAISER FOUNDATION HEALTH PLANS	GRP# 104220-03, 09 / MAY 2018	335576	6/5/18	4,609.52
KAISER FOUNDATION HEALTH PLANS	GROUP# 104220-05 - MAY 2018 HD HSA INS	335577	6/5/18	3,528.46
KAISER FOUNDATION HEALTH PLANS	GRP# 104220-7002 / MAY 2018	335578	6/5/18	2,226.84
KAISER FOUNDATION HEALTH PLANS	GRP# 104220-7002 - MARCH 2018	335579	6/5/18	2,195.09
KIMBLE, R	RETIREE HEALTH BENEFIT / JUNE 2018	335580	6/5/18	300.00
KONICA MINOLTA	KONICA MINOLTA COPIER EQUIPMENT LEASE	335581	6/5/18	1,531.73
LANDA, A	RETIREE HEALTH BENEFIT / JUNE 2018	335582	6/5/18	155.00
LASER SAVER INC	LASER JET PRINT CARTRIDGES	335583	6/5/18	961.90
LIMFUECO, M	RETIREE HEALTH BENEFIT / JUNE 2018	335584	6/5/18	160.00
LOPEZ, TERESA YOLANDA	INTERPRETATION SVCS 05/29/18 BUDGET WORKSHOF	335585	6/5/18	160.00
MATIENZO, M	RETIREE HEALTH BENEFIT / JUNE 2018	335586	6/5/18	100.00
MC CABE, T	RETIREE HEALTH BENEFIT / JUNE 2018	335587	6/5/18	280.00
MCDANIEL, P	RETIREE HEALTH BENEFIT / JUNE 2018	335588	6/5/18	290.00
MEDINA, R	RETIREE HEALTH BENEFIT / JUNE 2018	335589	6/5/18	105.00
MINER, D	RETIREE HEALTH BENEFIT / JUNE 2018	335590	6/5/18	580.00
MINUTEMAN PRESS	MOP 67972. PETTY CASH FORMS / FINANCE	335591	6/5/18	263.21
MTS	MTS TROLLEY FLAGGER SVC FY 2018	335592	6/5/18	44.64
NEW READERS PRESS	CITIZENSHIP READY FOR INTERVIEW BOOKS	335593	6/5/18	172.66
NOTEWARE, D	RETIREE HEALTH BENEFIT / JUNE 2018	335594	6/5/18	120.00
OLIVARES, G	RETIREE HEALTH BENEFIT / JUNE 2018	335595	6/5/18	280.00
PAUU JR. P	RETIREE HEALTH BENEFIT / JUNE 2018	335596	6/5/18	340.00
PEASE JR, D	RETIREE HEALTH BENEFIT / JUNE 2018	335597	6/5/18	140.00





**WARRANT REGISTER #49**  
**6/6/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PETERS, S	RETIREE HEALTH BENEFIT / JUNE 2018	335598	6/5/18	290.00
POST, R	RETIREE HEALTH BENEFIT / JUNE 2018	335599	6/5/18	280.00
PRO BUILD	MOP# 45707. SUPPLIES CMS DAY/ NSD	335600	6/5/18	782.94
PUBLIC EMP RETIREMENT SYSTEM	2018 REPLACEMENT BENEFIT FUND	335601	6/5/18	3,065.94
PUBLIC EMP RETIREMENT SYSTEM	ARREARS CONTRIBUTIONS	335602	6/5/18	2,731.66
RAY, S	RETIREE HEALTH BENEFIT / JUNE 2018	335603	6/5/18	190.00
RELiance STANDARD	GRP VAI826233/VC1801146 & VG180848 / MAY 2018	335604	6/5/18	4,219.84
ROARK, L	RETIREE HEALTH BENEFIT / JUNE 2018	335605	6/5/18	135.00
ROUSTON, J	LICENSE REIMBURSEMENT	335606	6/5/18	45.00
RUIZ, J	RETIREE HEALTH BENEFIT / JUNE 2018	335607	6/5/18	310.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	335608	6/5/18	144.92
SANCHEZ, L	RETIREE HEALTH BENEFIT / JUNE 2018	335609	6/5/18	330.00
SASI	MONTHLY TRUST ACCOUNTING	335610	6/5/18	41.50
SDG&E	FACILITIES DIVISION GAS & ELECTRIC UTILITIES	335611	6/5/18	394.29
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	335612	6/5/18	898.49
SERVATIUS, J	RETIREE HEALTH BENEFIT / JUNE 2018	335613	6/5/18	340.00
SHORT, C	RETIREE HEALTH BENEFIT / JUNE 2018	335614	6/5/18	300.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277. BARK CHUNKS / CSD	335615	6/5/18	988.60
SMART SOURCE OF CALIFORNIA LLC	MOP 63845, FIRE CHARGES	335616	6/5/18	258.83
SMITH, J	RETIREE HEALTH BENEFIT / JUNE 2018	335617	6/5/18	320.00
STAPLES BUSINESS ADVANTAGE	MOP 45704/ OFFICE SUPPLIES / COUNCIL	335618	6/5/18	220.49
STEWART, W	RETIREE HEALTH BENEFIT / JUNE 2018	335619	6/5/18	200.00
STRASEN, W	RETIREE HEALTH BENEFIT / JUNE 2018	335620	6/5/18	135.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL FY 2018	335621	6/5/18	13,421.82
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	335622	6/5/18	2,397.81
THE LINCOLN NATIONAL LIFE INS	GRP# 415491/ LIFE & AD&D, STD, LTD / MAY	335623	6/5/18	9,963.16
THE LINCOLN NATIONAL LIFE INS	GRP# 415491/ LIFE & AD&D, STD, LTD / JUN	335624	6/5/18	9,706.69
THE SHERWIN WILLIAMS CO	MOP# 77816. SUPPLIES CMS DAY/ NSD	335625	6/5/18	592.64
TIPTON, B	RETIREE HEALTH BENEFIT / JUNE 2018	335626	6/5/18	250.00
TOPECO PRODUCTS	MOP 63849, FIRE CHARGES	335627	6/5/18	74.16
U S BANK	GOV PURPOSES/SUBSCRIPTIONS/TRAINING/BOOK	335628	6/5/18	693.65
VERIZON WIRELESS	VERIZON CELLULAR SERVICE APRIL	335629	6/5/18	792.31
VERRY, L	RETIREE HEALTH BENEFIT / JUNE 2018	335630	6/5/18	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFIT / JUNE 2018	335631	6/5/18	480.00
VORTEX INDUSTRIES INC	CITY WIDE ON SITE SERVICE & REPAIRS / PW	335632	6/5/18	5,587.76
WHITE, J	RETIREE HEALTH BENEFIT / JUNE 2018	335633	6/5/18	230.00
WILLDAN FINANCIAL SERVICES	USER FEE STUDY	335634	6/5/18	3,990.00
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	335635	6/5/18	30.49
ZUNIGA, DELIA	REFUND OF BUSINESS LICENSE TAX - PERMIT	335636	6/5/18	240.00
<b>A/P Total</b>				<b>449,041.58</b>



**WARRANT REGISTER #49  
6/6/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
<b>WIRED PAYMENTS</b>				
EDD	UNEMPLOYMENT INSURANCE JAN-MAR 2018	444234	6/1/18	1,153.00
ADMINSURE INC	PREFUNDING REQUEST FOR JOHN GISH CLAIM	867918	6/4/18	125,000.00
ADMINSURE INC	WC REPLENISHMENT ACCOUNT / MAY 2018	867969	6/4/18	42,816.07
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET / MAY 2018	868188	6/4/18	37,455.84
CITY OF SAN DIEGO	TRANSPORTATION/ SEWER TREATMENT	888546	5/31/18	1,230,416.00
BANK OF AMERICA	2017A ENERGY EFFICIENCY SERIES	888606	5/31/18	140,504.81
BANK OF AMERICA	LEASE AGREEMENT	888645	5/31/18	43,470.00
ADMINSURE INC	WC ACCOUNT REPLENISHMENT / MAY 2018	901932	5/30/18	150,000.00
<b>SECTION 8 HAPS</b>				
	<b>Start Date</b>	<b>End Date</b>		
	5/30/2018	6/5/2018		<b>869,692.57</b>
<b>PAYROLL</b>				
<b>Pay period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Check Date</b>	
12	5/22/2018	6/4/2018	6/13/2018	<b>1,042,434.79</b>
<b>GRAND TOTAL</b>				<b><u>\$4,131,984.66</u></b>

## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
JAVIER CARCAMO, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 17<sup>th</sup> OF JULY, 2018.

AYES\_\_\_\_\_

NAYS\_\_\_\_\_

ABSENT\_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Warrant Register #50 for the period of 06/06/18 through 06/12/18 in the amount of \$1,545,377.74.  
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Warrant Register #50 for the period of 06/06/18 through 06/12/18 in the amount of \$1,545,377.74.  
(Finance)

**PREPARED BY:** Karla Apalategui, Accounting Assistant

**DEPARTMENT:** Finance

**PHONE:** 619-336-4572

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Per Government Section Code 37208, attached are the warrants issued for the period of 06/06/18 through 06/12/18.

Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	335704	90,710.79	GRP# R1192A – May 2018
Health Net Inc	335705	86,459.20	GRP# R1192A – June 2018
Public Emp Ret System	60718	235,807.42	Service Period 5/8/18 – 5/21/18
Chicago Title Company	839577	979,877.45	Purchase of Real Property 1430 Hoover Ave

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

Warrant total \$1,545,377.74.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION** ☐    **FINAL ADOPTION** ☐

**STAFF RECOMMENDATION:**

Ratify warrants totaling \$1,545,377.74

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Warrant Register #50



**WARRANT REGISTER #50**  
**6/6/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
24 HOUR ELEVATOR INC	CITY WIDE ELEVATOR MAINTENANCE & REPAIR	335637	6/12/18	711.50
ABLE PATROL & GUARD	SECURITY GUARD SERVICE FOR FY2018 - LIBRARY	335638	6/12/18	6,397.85
ACME SAFETY & SUPPLY CORP	BS-3/4, 3/4" BANDIT STRAPPING / PW	335639	6/12/18	259.05
AETNA BEHAVIORAL HEALTH	EMPLOYEE ASSISTANCE PROGRAM JUNE	335640	6/12/18	805.50
ALPHA PROJECT FOR THE HOMELESS	ALPHA PROJECT APRIL/ NSD	335641	6/12/18	9,144.02
AMAZON	BOOKS / LIBRARY	335642	6/12/18	1,713.17
AMEDEE, W	MILEAGE REIMBURSEMENT	335643	6/12/18	30.52
BAKER & TAYLOR	BOOKS / LIBRARY	335644	6/12/18	903.37
BOATMAN	REIMB / VOLUNTEER APPRECIATION	335646	6/12/18	106.90
BROADWAY AUTO GLASS	WINDSHIELD GREEN TINT/BLUE SHADE / PW	335647	6/12/18	168.96
BRODART CO	BOOKS / LIBRARY	335648	6/12/18	325.25
CALIFORNIA COMMERCIAL SECURITY	MOP 45754 BUILDING SUPPLIES PW	335649	6/12/18	260.00
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES PW	335650	6/12/18	974.26
CALIFORNIA LIBRARY ASSOC	INDIVIDUAL MEMBERSHIP - LIBRARY	335651	6/12/18	165.00
CIRCULATE SAN DIEGO	INTRA-CONNECT PROJECT	335652	6/12/18	5,075.00
CLF WAREHOUSE INC	MOP 80331 AUTO SUPPLIES PW	335653	6/12/18	97.77
CYNTHIA TITGEN CONSULTING INC	RISK SERVICES	335654	6/12/18	4,173.75
DAY WIRELESS SYSTEMS	PORTABLE RADIO PARTS	335655	6/12/18	168.60
D-MAX ENGINEERING	CALFIRE URBAN FORESTRY GRANT	335656	6/12/18	447.50
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS	335657	6/12/18	67.14
FEDEX	SHIPPING FOR LOCAL HISTORY ROOM - LIBRARY	335658	6/12/18	183.98
FERGUSON ENTERPRISES INC	MOP 45723 BUILDING SUPPLIES PW	335659	6/12/18	243.83
HAAKER EQUIPMENT COMPANY	EL 7271408, O RING / PW	335660	6/12/18	522.97
HAYS, K	REIMB FOR GREETING CARDS - LIBRARY	335661	6/12/18	7.99
INNOVATIVE CONSTRUCTION	LAS PALMAS STORM DRAIN PROJECT	335662	6/12/18	360.00
JONES, D	EDUCATION REIMBURSEMENT	335663	6/12/18	1,500.00
KIMLEY HORN AND ASSOC INC	EUCLID AVENUE FINAL DESIGN	335664	6/12/18	36,065.76
MASON'S SAW	TRIMMER BIKE HANDLE /PW	335665	6/12/18	950.27
MATRIX DEVELOPMENT LLC	SUPPORT, TRAINING & SW UPDATES - LIBRARY	335666	6/12/18	695.00
MCGRAW HILL EDUCATION	NUMBER POWER REVIEW STUDENT EDITION - LIB	335667	6/12/18	956.28
MIDWEST TAPE	AUDIO VISUAL MATERIALS FOR FY2018 - LIBRARY	335668	6/12/18	800.51
NAPA AUTO PARTS	MOP 45735 EQUIPMENT SUPPLIES PW	335669	6/12/18	24.98
NATIONAL CITY CAR WASH	MOP 72454 AUTO SERVICES	335670	6/12/18	475.00
NEW READERS PRESS	SUBSCRIPTION RENEWAL - LIBRARY	335671	6/12/18	213.40
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES PW	335672	6/12/18	367.83
PENA VELOZ, J	EDUCATION REIMBURSEMENT	335673	6/12/18	140.00
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTO SUPPLIES PW	335674	6/12/18	106.21
PRO BUILD	MOP 45707 GENERAL SUPPLIES PW	335675	6/12/18	3,726.29
PRO-TECH INDUSTRIES	GRAFFITI PROTECTION / PW	335676	6/12/18	499.94
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES PW	335677	6/12/18	200.68
RANDALL LAMB ASSOCIATES INC	CM COMMISSIONING PROJECT	335678	6/12/18	6,531.25
RED WING SHOES STORE	SAFETY BOOTS / PW	335679	6/12/18	125.00
SCHOLASTIC INC.	1 YEAR SUBSCRIPTION RENEWAL - LIBRARY	335681	6/12/18	3,096.00
SDG&E	STREETS DIVISION GAS & ELECTRIC UTILITIES	335682	6/12/18	103.41
SHOEMAKER, M	EDUCATION REIMBURSEMENT	335683	6/12/18	130.00
SITEONE LANDSCAPE SUPPLY LLC	MOP 69277 LANDSCAPE SUPPLIES PW	335684	6/12/18	1,912.64
SMART & FINAL	MOP 45756 - SUPPLIES FOR CAFE NIGHT - LIBRARY	335685	6/12/18	186.24
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 - GIVEAWAYS - LIBRARY	335686	6/12/18	364.01
SOUTH COAST EMERGENCY	BUTTON HORN,	335687	6/12/18	937.88



**WARRANT REGISTER #50  
6/6/2018**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTHERN CALIF TRUCK STOP	MOP 45758 OIL SUPPLIES	335688	6/12/18	147.10
SPURLOCK LANDSCAPE ARCHITECTS	PARADISE CREEK P. & TRAIL W.	335689	6/12/18	1,412.50
STAPLES BUSINESS ADVANTAGE	MOP 45704 - OFFICE SUPPLIES - LIBRARY	335690	6/12/18	667.93
SUPERIOR READY MIX	CONCRETE DELIVERY SERVICES / PW	335691	6/12/18	344.49
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER UTILITIES	335692	6/12/18	18,283.42
THE LIGHTHOUSE INC	MOP 45726 AUTO SUPPLIES PW	335693	6/12/18	200.73
U S BANK	CREDIT CARD EXPENSES / PD	335694	6/12/18	1,176.37
U S POSTMASTER	POSTAGE - LIBRARY	335695	6/12/18	980.00
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES PW	335696	6/12/18	62.78
WILSON, R	EDUCATION REIMBURSEMENT	335697	6/12/18	127.00
BARRAZA BROS INC.	CATERING / VOLUNTEER DINNER - LIBRARY	335698	6/12/18	362.14
HEALTH NET	GRP# N7176F - MAY 2018	335699	6/12/18	1,522.34
HEALTH NET	GRP# N7176F - JUNE 2018	335700	6/12/18	1,522.34
HEALTH NET	GRP# N7177A - JUNE 2018	335701	6/12/18	1,181.18
HEALTH NET	GRP# N7177A - MAY 2018	335702	6/12/18	1,181.18
HEALTH NET	GRP# R1192Q - MAY 2018	335703	6/12/18	660.60
HEALTH NET INC	GRP# R1192A - MAY 2018	335704	6/12/18	90,710.79
HEALTH NET INC	GRP# R1192A - JUNE 2018	335705	6/12/18	86,459.20
HEALTH NET INC	GRP# 57135A - JUNE 2018	335706	6/12/18	5,962.66
HEALTH NET INC	GRP# 57135A - MAY 2018	335707	6/12/18	5,962.60
LOPEZ, JOSE	MILEAGE REIMBURSEMENT / ENG	335708	6/12/18	34.01
PRUDENTIAL OVERALL SUPPLY	LAUNDRY SERVICES / PARKS	335709	6/12/18	522.05
PUBLIC EMP RETIREMENT SYSTEM	PAYROLL FEES / PERIOD 3/13/18-3/26/18	335710	6/12/18	200.00
PUBLIC EMP RETIREMENT SYSTEM	PAYROLL FEES / PERIOD 3/27/18-4/09/18	335711	6/12/18	200.00
PUBLIC EMP RETIREMENT SYSTEM	PAYROLL FEES / PERIOD 4/10/18-4/23/18	335712	6/12/18	200.00
SWEETWATER AUTHORITY	14TH ST/HARDING AVE	335713	6/12/18	16,187.00
			<b>A/P Total</b>	<b>329,692.87</b>
<b>WIRED PAYMENTS</b>				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 5/8/18 - 5/21/18	60718	6/7/18	235,807.42
CHICAGO TITLE COMPANY	PURCHASE OF REAL PROPERTY/1430 HOOVER AV	839577	6/7/18	979,877.45

**GRAND TOTAL**

**\$ 1,545,377.74**



## **Certification**

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.

\_\_\_\_\_  
JAVIER CARCAMO, FINANCE

\_\_\_\_\_  
LESLIE DEESE, CITY MANAGER

### **FINANCE COMMITTEE**

\_\_\_\_\_  
RONALD J. MORRISON, MAYOR-CHAIRMAN

\_\_\_\_\_  
ALBERT MENDIVIL, VICE-MAYOR

\_\_\_\_\_  
ALEJANDRA SOTELO-SOLIS, MEMBER

\_\_\_\_\_  
MONA RIOS, MEMBER

\_\_\_\_\_  
JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 17<sup>th</sup> OF JULY, 2018.

AYES\_\_\_\_\_

NAYS\_\_\_\_\_

ABSENT\_\_\_\_\_

The following page(s) contain the backup material for Agenda Item: Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Table 18.24.050 (Allowable Land Uses, Mixed-Use Zones), Table 18.25.020 (Allowable Land Uses, Industrial Zon

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City amending the National City Municipal Code by amending Table 18.24.050 (Allowable Land Uses, Mixed-Use Zones), Table 18.25.020 (Allowable Land Uses, Industrial Zones), and Section 18.50.010 (Glossary) to allow or provide for Wine Tasting Rooms (Applicant City-Initiated Land Use Amendment) (Case File 2018-09 A)

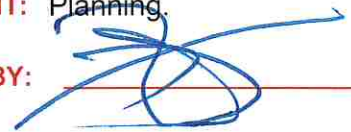
**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning

**PHONE:** 619-336-4313

**APPROVED BY:**



**EXPLANATION:**

The City Council approved an amendment in late 2017 that allowed craft beer tasting rooms without a Conditional Use Permit (CUP) in the Industrial and Mixed-Use zones. The amendment also removed the distance requirements from schools for tasting rooms. While wine tasting rooms were brought up in discussion during the public hearing process, they were not included in the original application request and thus were not acted upon at that time.

Earlier this year the City Council directed staff to prepare a report to consider allowing wine tasting rooms in the City similar to the craft beer tasting rooms. In addition there has been interest from a number of parties in opening a wine tasting room in the City.

The changes were prepared and considered by the Planning Commission on June 18, 2018. The attached Background Report describes the changes in detail.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Not a project per CEQA

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission's recommendation and recommends that the amendments to Title 18 be adopted

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the Land Use Code amendment.  
Ayes: Baca, Flores, Garcia, Sendt, Quintero, Yamane      Absent: DelaPaz

**ATTACHMENTS:**

- |                          |   |
|--------------------------|---|
| 1. Background Report     | 4. Planning Commission Resolution 2018-11 (a) |
| 2. Findings              | 5. Public Hearing Notice                      |
| 3. Proposed Code changes | 6. Ordinance                                  |

## **BACKGROUND REPORT**

### **Staff Recommendation**

Staff supports the proposed amendments included in this staff report and recommends that the Planning Commission recommend approval of the amendments to the City Council.

### **History**

The City Council approved an amendment in late 2017 that allowed craft beer tasting rooms without a Conditional Use Permit (CUP) in the Industrial and Mixed-Use zones. The amendment also removed the distance requirements from schools for tasting rooms. While wine tasting rooms were brought up in discussion during the public hearing process, they were not included in the original application request and thus were not acted upon at that time.

Earlier this year the City Council directed staff to prepare a report to consider allowing wine tasting rooms in the City similar to the craft beer tasting rooms. In addition there has been interest from a number of parties in opening a wine tasting room in the City.

### **Proposed Changes**

In order to allow wine tasting rooms without a CUP, several changes would be required, including to Section 18.24 (Mixed-Use zones), Section 18.25 (Industrial zones), and the Glossary. As with the previous amendment, these changes will have no effect in the Coastal Zone until the Local Coastal Plan is amended.

### **Allowable land uses**

Staff is suggesting the following changes (**noted in bold**):

TABLE 18.24.050  
Allowed Land Uses  
Mixed-Use Zones

Land Use	Zone				Specific Use Regulations
	MXC-1	MXC-2	MXD-1	MXD-2	
<b><u>Winery Tasting room</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b><u>P</u></b>	<b>Section 18.30.050/ City Council Policy 707</b>

ATTACHMENT 1

P Permitted C Conditional Use Permit
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TABLE 18.25.050  
Allowed Land Uses  
Industrial Zones

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
Winery	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Winery Tasting room</u>	<u>P</u>	<u>P</u>	<u>P</u>	<b>Section 18.30.050/ City Council Policy 707</b>
P Permitted C Conditional Use Permit				

Staff suggests adding wineries as a conditionally-permitted use in the Industrial zones. This would be consistent with how breweries are currently permitted. While there are both small and large breweries defined by the California Department of Alcoholic Beverage Control (ABC), there is only one definition of winery (a Type 2 Winegrower license), which is as follows:

*WINEGROWER - (Winery) Authorizes the sale of wine and brandy to any person holding a license authorizing the sale of wine and brandy, and to consumers for consumption off the premises where sold. Authorizes the sale of all wines and brandies, regardless of source, to consumers for consumption on the premises in a bona fide eating place that is located on the licensed premises or on premises owned by the licensee that are contiguous to the licensed premises and operated by and for the licensee. May possess wine and brandy for use in the preparation of food and beverage to be consumed at the bona fide eating place. May conduct wine tastings under prescribed conditions (Section 23356.1; Rule 53). Minors are allowed on the premises.*

Staff is supportive of allowing wine tasting rooms by right in mixed-use and industrial zones, which like craft beer tasting rooms tend to be less intense than traditional bars and are more prevalent in neighborhoods such as North Park in San Diego and other neighborhoods similar in density to National City. It should be noted that while a standalone wine tasting room would be allowed by right subject to the City's alcohol risk assessment process (as with craft beer tasting rooms), wine tastings would be permitted in wineries without special City approval.

## Glossary

A. Staff suggests the addition of two glossary definitions (**noted in bold**) as follows:

1. Winery. "Winery" means an establishment which is licensed by the California Department of Alcoholic Beverage Control (ABC) under a Type 2 license to manufacture and sell alcoholic beverages on the premises for on-site or off-site consumption. Minors are allowed on the premises (per ABC license regulations).
2. Winery tasting room. "Winery tasting room" means an establishment which is licensed by the California Department of Alcoholic Beverage Control (ABC) under a Type 2 duplicate license to sell wine products that the licensee produces for on-site and off-site consumption; including sales of sealed wine bottles for off-site consumption. Only wine produced by the master licensee may be sold and/or consumed at the location. Minors are allowed on the premises (per ABC Type 2 license regulations).

As with craft beer tasting rooms, wine tasting rooms are generally family-friendly and less intensive than other on-site consumption businesses such as bars or restaurants. In addition, impacts are less due to the type of clientele, the higher cost of wine products, and the limited hours of operation. Furthermore, ABC licenses for tasting rooms allow minors to be present. It is also important to note, that while off-site tasting rooms are permitted under a winegrower (winery) license, a violation at the tasting room is considered a violation on the master license. In the case of an ABC violation all tasting rooms would lose their ability to operate. Therefore, businesses tend to self-regulate more effectively than stand-alone on-site consumption businesses.

While the public notice and staff report title mention changes to Title 18.30.050 (Sale of alcoholic beverages and live entertainment), this was a vestige of the previous report and no changes are necessary at this time.

## Analysis

This amendment is intended to define and impose permitting limitations on wine tasting rooms in order to be consistent with the previous craft beer tasting room amendment.

Staff supports all of the proposed changes, which are consistent with the previous Code sections. While there would be minor changes in where wine tasting rooms and wineries could be located, the changes would not be out of character with the General Plan land use designations.



### Findings

There are two findings for approval, one related to General Plan consistency and one related to compliance with CEQA.

### General Plan conformance

The requested amendments are consistent with the General Plan, as the Code sections already exist. The amendments are minor in nature and would make negligible changes to where wine tasting rooms and wineries could be located. No increase in allowable densities, development intensity, or land use would result from the change.

### CEQA compliance

This application is not considered to be a project under CEQA as any changes would either be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code (ministerial projects are already exempt), or to discretionary projects that have their own CEQA review. In almost all recent cases, on-sale alcohol sales or building remodels that include the sale or consumption of alcohol have been found to qualify for a CEQA exemption.

There is also one finding for denial as follows:

1. That the requested amendments are inconsistent with existing alcohol permitting and policy, and would contribute to increased impacts related to overconsumption of alcohol.

The reason for the denial finding is that additional opportunities for on-sale alcohol consumption could possibly lead to additional alcohol-related impacts, such as calls for service from the Police Department, over-consumption of alcohol, and other peripheral impacts. However, impacts from wine establishments such as tasting rooms are typically less than standard on-sale businesses. Reasons include the higher price of products, smaller serving sizes, and limited hours. In addition, the amendment would be consistent with the allowance of beer tasting rooms, as adopted in December 2017.

### Planning Commission

The Planning Commission held a public hearing on the proposed amendments at their meeting of June 18, 2018 and recommended approval to the City Council of the amendments, as suggested by staff in the staff report.

### Summary

The proposed amendments will allow flexibility in the locating, permitting, and operation of wineries and/or tasting rooms. The added glossary definitions and Council policy



changes will also make the City more welcoming to the expanding craft alcohol industry, of which the City Council and Planning Commission have shown support.

Options

1. Approve the amendments to the Land Use Code (LUC), as suggested by staff, based on the attached findings or findings to be determined by the City Council; or
2. Deny the amendments to the LUC based on the attached finding or findings to be determined by the City Council; or,
3. Continue the item to a specific date.

### **RECOMMENDED FINDINGS FOR APPROVAL**

1. The requested amendments are consistent with the General Plan, as the Code sections already exist. The amendments are minor in nature and would make negligible changes to where wine tasting rooms and wineries could be located. No increase in allowable densities, development intensity, or land use would result from the change.
2. This application is not considered to be a project under CEQA as any changes would either be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code (ministerial projects are already exempt), or to discretionary projects that have their own CEQA review. In almost all recent cases, on-sale alcohol sales or building remodels that include the sale or consumption of alcohol have been found to qualify for a CEQA exemption.

### **RECOMMENDED FINDINGS FOR DENIAL**

1. That the requested amendments are inconsistent with existing alcohol permitting and policy, and would contribute to increased impacts related to overconsumption of alcohol.

Proposed Code changes

Proposed language

TABLE 18.24.050  
Allowed Land Uses  
Mixed-Use Zones

Land Use	Zone				Specific Use Regulations
	MXC-1	MXC-2	MXD-1	MXD-2	
<u>Winery Tasting room</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	Section 18.30.050/ City Council Policy 707
P Permitted C Conditional Use Permit					

TABLE 18.25.050  
Allowed Land Uses  
Industrial Zones

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
<u>Winery</u>	<u>C</u>	<u>C</u>	<u>C</u>	
<u>Winery Tasting room</u>	<u>P</u>	<u>P</u>	<u>P</u>	Section 18.30.050/ City Council Policy 707
P Permitted C Conditional Use Permit				

**18.50 – Glossary**

Winery. “Winery” means an establishment which is licensed by the California Department of Alcoholic Beverage Control (ABC) under a Type 2 license to manufacture and sell alcoholic beverages on the premises for on-site or off-site consumption. Minors are allowed on the premises (per ABC license regulations).

Winery tasting room. "Winery tasting room" means an establishment which is licensed by the California Department of Alcoholic Beverage Control (ABC) under a Type 2 duplicate license to sell wine products that the licensee produces for on-site and off-site consumption; including sales of sealed wine bottles for off-site consumption. Only wine produced by the master licensee may be sold and/or consumed at the location. Minors are allowed on the premises (per ABC Type 2 license regulations).

**RESOLUTION NO. 2018-11 (a)**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF NATIONAL CITY, CALIFORNIA, APPROVING A  
MUNICIPAL CODE AMENDMENT AMENDING SECTIONS 18.24  
(MIXED-USE CORRIDOR AND DISTRICT ZONES), 18.25 (INDUSTRIAL ZONES),  
18.30.050 (SALE OF ALCOHOLIC BEVERAGES AND LIVE ENTERTAINMENT),  
AND 18.50 (GLOSSARY) OF THE NATIONAL CITY MUNICIPAL CODE.  
APPLICANT: CITY-INITIATED.  
CASE FILE NO. 2018-09 A**

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code, per Chapter 18.12.140 (B); and,

WHEREAS, the Planning Commission of the City of National City, California, considered said proposed amendment at duly advertised public hearing held on June 18, 2018, at which time the Planning Commission considered evidence; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report provided for Case File No. 2018-09 A, which is maintained by the City and incorporated herein by reference; along with any other evidence presented at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, this action is taken in an effort to be compliant with applicable State and Federal law; and,

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Planning Commission of the City of National City, California, that the evidence presented to the Planning Commission at the public hearing held on June 18, 2018, support the following findings:

1. The requested amendments are consistent with the General Plan, as the Code sections already exist. The amendments are minor in nature and would make negligible changes to where wine tasting rooms and wineries could be located. No increase in allowable densities, development intensity, or land use would result from the change.
2. This application is not considered to be a project under CEQA as any changes would either be in relation to ministerial projects, which are exempt from the application of CEQA per Section 21080 of the Public Resources Code

(ministerial projects are already exempt), or to discretionary projects that have their own CEQA review. In almost all recent cases, on-sale alcohol sales or building remodels that include the sale or consumption of alcohol have been found to qualify for a CEQA exemption.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

**CERTIFICATION:**

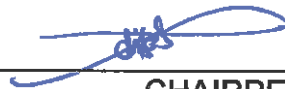
This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 18, 2018, by the following vote:

**AYES:** Quintero, Baca, Sendt, Yamane, Garcia, Flores

**NAYS:** None.

**ABSENT:** Dela Paz

**ABSTAIN:** None.

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a large loop and a horizontal stroke.

CHAIRPERSON

## **CITY OF NATIONAL CITY NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., Tuesday, July 17, 2018, in the City Council Chambers, Civic Center, 1243 National City Blvd., National City, CA., to consider: AN ORDINANCE AMENDING TITLE 18 (ZONING) SECTIONS 18.24 (MIXED-USE CORRIDOR AND DISTRICT ZONES), 18.25 (INDUSTRIAL ZONES), AND 18.50 (GLOSSARY) OF THE NATIONAL CITY MUNICIPAL CODE.

This amendment is intended to define and impose permitting limitations on wine tasting rooms.

The Planning Commission conducted a Public Hearing at their meeting of June 18, 2018 and voted 6-0 with one member absent to recommend adoption of the Code Amendment.

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

Michael Dalla, City Clerk  
CV63561 7/6/2018



ORDINANCE NO. 2018 – 2448

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING THE NATIONAL CITY MUNICIPAL CODE BY AMENDING  
TABLE 18.24.050 (ALLOWABLE LAND USES, MIXED-USE ZONES),  
TABLE 18.25.020 (ALLOWABLE LAND USES, INDUSTRIAL ZONES), AND  
SECTION 18.50.010 (GLOSSARY) TO PROVIDE FOR WINE TASTING ROOMS

WHEREAS, pursuant to the terms and provisions of the California Government Code, proceedings were duly initiated for the amendment of the National City Municipal Code (NCMC); and

WHEREAS, on June 18, 2018, a duly advertised public hearing was held by the Planning Commission, and all persons interested were given the opportunity to appear and be heard before the National City Planning Commission; and

WHEREAS, the Planning Commission regularly and duly certified its report to the City Council of National City and has recommended approval of amending NCMC Title 18; and

WHEREAS, pursuant to a published 10-day notice of the adoption of said ordinance, a public hearing was held by the City Council on July 17, 2018, and at said public hearing, all persons interested were given the opportunity to appear and be heard before the City Council.

BE IT ORDAINED by the City Council of the City of National City as follows:

Section I. All protests, if any, against said amendment to the Municipal Code and each of them be and hereby are denied and overruled.

Section II. That Table 18.24.050 of the National City Municipal Code is amended to include the following:

Table 18.24.050  
Allowed Land Uses  
Mixed-Use Zones

Land Use	Zone				Specific Use Regulations
	MXC-1	MXC-2	MXD-1	MXD-2	
Winery tasting room	P	P	P	P	Section 18.30.050 / City Council Policy 707
P Permitted					

Section 3. That Table 18.25.020 of the National City Municipal Code is amended to include the following:

Table 18.25.020  
Allowed Land Uses  
Industrial Zones

Land Use	Zone			Specific Use Regulations
	IL	IM	IH	
Winery	C	C	C	
Winery tasting room	P	P	P	Section 18.30.050 / City Council Policy 707
P Permitted C Conditional Use Permit				

Section 4. That Section 18.50.010 of the National City Municipal Code is amended to add the definitions of “Winery” and “Winery tasting room” as follows:

18.50.010 Glossary.

Winery. “Winery” means an establishment that is licensed by the California Department of Alcoholic Beverage Control (“ABC”) under a Type 2 license to manufacture and sell alcoholic beverages on the premises for on-site or off-site consumption. Minors are allowed on the premises (per ABC license regulations).

Winery tasting room. “Winery tasting room” means an establishment which is licensed by the California Department of Alcoholic Beverage Control (ABC) under a Type 2 duplicate license to sell wine products that the licensee produces for on-site and off-site consumption, including sales of sealed wine bottles for off-site consumption. Only wine produced by the master licensee may be sold and/or consumed at the location. Minors are allowed on the premises (per ABC Type 2 license regulations).

PASSED and ADOPTED this 17<sup>th</sup> day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City amending City Council Policy No. 707, entitled "Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards" to provide for the operation of wine tasting room

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City amending City Council Policy No. 707, entitled Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards, related to winery tasting room standards. (Applicant City-Initiated Land Use Amendment) (Case File 2018-09 A)

**PREPARED BY:** Martin Reeder, AICP



**DEPARTMENT:** Planning

**PHONE:** 619-336-4313

**APPROVED BY:** 

**EXPLANATION:**

Four policies contained in City Policy 707 (Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards) were modified or added during the previous amendment related to brewery tasting rooms in 2017. However, changes to the Policy would be necessary in order to apply to wine tasting rooms.

The changes were prepared and considered by the Planning Commission on June 18, 2018. The attached Background report describes the changes in detail.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Not a project per CEQA

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☒

**STAFF RECOMMENDATION:**

Staff concurs with the Planning Commission's recommendation and recommends that the changes City Council Policy 707 be adopted.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission recommended approval of the changes to City Council Policy 707.  
Ayes: Baca, Flores, Garcia, Sendt, Quintero, Yamane      Absent: DelaPaz

**ATTACHMENTS:**

1. Background Report
2. City Council Policy 707
3. Proposed Policy changes
4. Resolution

## BACKGROUND REPORT

### Staff Recommendation

Staff supports the proposed policy changes included in this staff report. Staff recommends that the City Council approve the amendments as suggested.

This item is related to changes to City Council Policy 707. A companion to this item discusses changes to Title 18 of the National City Municipal Code.

### History

The City Council approved an amendment in late 2017 that allowed craft beer tasting rooms without a Conditional Use Permit (CUP) in the Industrial and Mixed-Use zones. The amendment also removed the distance requirements from schools for tasting rooms. While wine tasting rooms were brought up in discussion during the public hearing process, they were not included in the original application request and thus were not acted upon at that time.

Earlier this year the City Council directed staff to prepare a report to consider allowing wine tasting rooms in the City similar to the craft beer tasting rooms. In addition there has been interest from a number of parties in opening a wine tasting room in the City.

A companion to this item is proposing changes to Title 18 of the Municipal Code, including allowing winery tasting rooms by right in the Industrial and Mixed-Use zones. Staff is supportive of allowing wine tasting rooms as a permitted use (by right), as with brewery tasting rooms if they comply with City Council Policy 707, which acts as *de facto* conditions of approval for tasting rooms.

The following four policies contained in City Policy 707 (Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards) were modified or added during the previous amendment:

17. (*brewery tasting rooms*) The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.
18. (*brewery tasting rooms*) Sales of sealed containers (commonly known as growlers) for off-site consumption of the beer produced by the master licensee may be sold and/or consumed at this location.

ATTACHMENT 1

19. *(brewery tasting rooms)* Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.
20. *(brewery tasting rooms)* With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.

Changes to the Policy would be necessary in order to apply to wine tasting rooms, which are proposed as follows (**changes noted in bold**):

17. *(**brewery** Tasting rooms)* The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.
18. *(**brewery** Tasting rooms)* Sales of sealed **bottles or** containers (commonly known as growlers) for off-site consumption of the **product manufactured beer-produced** by the master licensee may be sold and/or consumed at this location.
19. *(**brewery** Tasting rooms)* Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.
20. *(**brewery** Tasting rooms)* With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.

With the exception of removing the specificity of “brewery” tasting rooms, the only other change is to include bottles to the products for sale as well as the previous “sealed containers”.

#### Planning Commission

While changes to City Council Policies are under the purview of the City Council, staff asked the Planning Commission to make a recommendation on the proposed changes. The Planning Commission held a public hearing on the companion Code amendments

at their meeting of June 18, 2018, which included discussion of the proposed changes to Policy 707. As part of their recommendation to approve the associated Code amendments, the Planning Commission also made a recommendation that the City Council approve the proposed policy changes.

### Summary

The proposed policy changes will allow flexibility in the operation of tasting rooms. The Council policy changes will also make the City more welcoming to the expanding craft alcohol industry, of which the City Council and Planning Commission have shown support.

### Options

1. Approve the changes to City Council Policy 707, policies 17 through 20, as suggested by staff; or
2. Deny the changes to City Council Policy 707; or,
3. Continue the item to a specific date.



# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: December 19, 2017

Page 1 of 5

## PURPOSE/BACKGROUND:

To streamline the process of alcohol license application review to ensure timely staff responses and/or protests to the Department of Alcoholic Beverage Control regarding these applications.

The City Municipal Code requires Conditional Use Permits for the sale of alcohol. Such land use regulation is designed to ensure that the health, safety and welfare of the community does not become negatively impacted. In order to minimize any potential adverse effects of alcohol sales for both on and off-site consumption, including public drunkenness, disorderly conduct, illegal sales or domestic violence, the City adopts conditions of approvals and enact policies designed to protect the public from such effects. The following sets forth the City Council's policy on the applicable alcohol standards for Conditional Use Permit applications for both on and off-sale alcohol sales, as well as the Department of Alcoholic Beverage Control application notification requirements.

## POLICY:

The Department of Alcoholic Beverage Control (ABC) sends copies of all alcoholic beverage license applications to the Police Department. The City has thirty days from the date of the ABC mailing to provide comments to the ABC. If no protests are received within that time period, the ABC issues the license.

The Police Department is responsible for ensuring that an appropriate Conditional Use Permit (CUP) exists for the applicant business. If such a CUP exists, the copy of the application is simply filed by the Police Department in the existing file with the notation that there were no objections to the issuance of the license. If it is a new (in the case of an "original" license application) or expanding business or one seeking a license to effect a premises transfer, and no CUP exists, the Police Department is responsible for sending a letter to the ABC protesting the issuance of the license until a CUP is issued by the City.

Whenever such a protest letter is sent to the ABC, that agency notifies the applicant that they must begin the process of obtaining a CUP with the City's Planning Division and that the issuance of the alcoholic beverage license will be delayed until such time as the protest is withdrawn.

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: December 19, 2017

Page 2 of 5

Once a CUP has been issued, the Planning Division notifies the Police Department of that issuance and it is then the responsibility of the Police Department to notify the ABC that the protest is withdrawn.

The CUP application, approval and issuance process is such that it provides all the checks, balances and controls necessary to ensure that businesses seeking alcoholic beverage licenses are in compliance with local standards.

These conditions of approval shall apply to all new Conditional Use Permits (CUPs) for the sale of alcohol for on and/or off-site consumption and modifications of existing CUPs for such sales as specified by the preceding parenthetical references with each condition. These references specify to which type of alcohol CUP being applied for the conditions would apply to – on-sale (restaurant, bar, etc) or off-sale (market, grocery store, etc). Regulation of these conditions and allowances shall be enforced through the Conditional Use Permit process, specifically conditions of approval to read as follows:

1. **(off-sale alcohol)** The sale of beer or malt beverages in quantities of quarts, 22 ounce, 32 ounce, 40 ounce, or similar size containers is prohibited.
2. **(off-sale alcohol)** No beer products shall be sold of less than manufacturer's pre-packaged three-pack quantities of 24 ounce cans per sale. There shall be no sale of single cans or bottles.
3. **(off-sale alcohol)** No sale of wine shall be sold in containers of less than 750 milliliters. The sale of wine with an alcoholic content greater than 15% by volume is prohibited.
4. **(off-sale alcohol)** Flavored malt beverages, also known as premium malt beverages and flavored malt coolers, and sometimes commonly referred to as wine coolers, may be sold only by four-pack or other manufacturer's pre-packaged multi-unit quantities.
5. **(off-sale alcohol)** The consumption of alcoholic beverages is prohibited on the subject premises, and on all parking lots and outbuildings and any property or adjacent property under the control of the applicant.
6. **(off-sale alcohol)** All cups and containers shall be sold at or above prevailing prices and in their original multi-container packages of no fewer than 12, and no cups and containers shall be given free of charge.

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: December 19, 2017

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7. **(off-sale alcohol)** Ice may be sold only at or about prevailing prices in the area and in quantities of not less than three pounds per sale. Ice shall not be provided free of charge.
8. **(off-sale alcohol)** The display of alcoholic beverages shall be limited to an area in substantial conformance with Exhibit \_\_\_\_, Case File No. \_\_\_\_, dated \_\_\_\_.
9. **(off-sale alcohol)** Permittee shall post signs on the exterior building walls in compliance with Chapter 10.30.070 of the National City Municipal Code. Additionally, the permittee shall post signs, to be approved by the Planning Division, at each entrance to the applicant's premises and parking lot, prohibiting loitering and consumption of alcohol on the premises and adjacent property under his control. Said signs shall not be less than 17 by 22 inches in size, with lettering not less than one inch in height. The signs shall read as follows:
  - a. "No open alcoholic beverage containers are allowed on these premises."
  - b. "No loitering is allowed."
10. **(off-sale alcohol)** Containers of alcohol may not be stored on the premises, after being sold to patrons, for the purpose of later consumption.
11. **(off-sale alcohol)** Exterior advertising and signs of all types, promoting or indicating the availability of alcoholic beverages, including advertising/signs directed to the exterior from within, are prohibited. Interior displays of alcoholic beverages and signs, which are clearly visible to the exterior, shall constitute a violation of this condition.
12. **(off-sale alcohol)** The quarterly gross sales of alcoholic beverages shall not exceed the gross sales of all other commodities during the same period. The applicant shall at all times keep records which reflect separately the gross sales of alcoholic beverages and the gross sales of all other items. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the City Finance Department and any Peace Officer of the California Department of Alcoholic Beverage Control upon demand.
13. **(on and off-sale alcohol)** All sellers and servers of alcohol shall receive Responsible Beverage Service and Sales (RBSS) training, including all owners, and managers. The RBSS training must be certified by the Department of Alcoholic Beverage Control (ABC). Proof of completion of an approved RBSS program must be provided prior to issuance of a city business license. As part -

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process  
and Alcohol Conditional Use Permit Standards

POLICY  
NUMBER 707

ADOPTED: November 12, 1991

AMENDED OR  
REVISED: December 19, 2017

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- of the RBSS training, the permittee shall make available a domestic violence training session as provided by the Institute of Public Strategies.

14. **(on-sale alcohol)** The sale of alcohol shall not exceed the sale of food. With the annual renewal of the City business license, the business proprietor shall submit a statement clearly indicating total alcoholic beverage sales and total food sales. Said statement shall be subject to audit and verification by employees of the City, who are authorized to examine, audit and inspect such books and records of the license, as may be necessary in their judgment to verify that the sale of alcohol does not exceed the sale of food. All information obtained by an investigation of records shall remain confidential.

15. **(on-sale alcohol)** Alcohol shall be available only in conjunction with the purchase of food.

16. **(on-sale alcohol with patio)** Permittee shall post signs in the patio dining area, including all exits to outdoor seating areas, indicating that alcoholic beverages must be consumed inside the restaurant or patio area and may not be taken off-premises.

17. **(brewery tasting rooms)** The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.

18. **(brewery tasting rooms)** Sales of sealed containers (commonly known as growlers) for off-site consumption of the beer produced by the master licensee may be sold and/or consumed at this location.

19. **(brewery tasting rooms)** Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.

20. **(brewery tasting rooms)** With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates or more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.

# CITY COUNCIL POLICY

TITLE: Alcohol Beverage License Application Review Process and Alcohol Conditional Use Permit Standards		POLICY NUMBER 707
ADOPTED: November 12, 1991	AMENDED OR REVISED:	December 19, 2017
<div>Page 5 of 5</div> <p>The sale of three-packs of 24-oz cans of beer shall apply retroactively to all existing off-sale CUPs where a condition exists limiting sales to no less than six-pack quantities. However, business wishing to avail themselves of this modification must conform with all regulations of the Department of Alcoholic Beverage Control (ABC).</p> <p>The Council may, at its sole discretion, choose to waive or modify any of the above conditions.</p>		

### Proposed Policy changes

17. (~~brewery~~ *Tasting rooms*) The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.
18. (~~brewery~~ *Tasting rooms*) Sales of sealed bottles or containers (commonly known as growlers) for off-site consumption of the product manufactured ~~beer produced~~ by the master licensee may be sold and/or consumed at this location.
19. (~~brewery~~ *Tasting rooms*) Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.
20. (~~brewery~~ *Tasting rooms*) With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING CITY COUNCIL POLICY NO. 707 ENTITLED “ALCOHOL  
BEVERAGE LICENSING APPLICATION REVIEW PROCESS AND  
ALCOHOL CONDITIONAL USE PERMIT STANDARDS”  
TO PROVIDE FOR THE OPERATION OF WINE TASTING ROOMS

BE IT RESOLVED by the City Council of the City of National City that City Council Policy No.707, entitled “Facility Use Guidelines and Regulations for the Use of Community Centers” is amended as reflected in Attachment “A”, and by this reference such Attachment is incorporated herein as though set forth in full.

PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney



## Proposed Revisions to City Council Policy No. 707

Section	Revision
17	<i>(<del>brewery</del> Tasting rooms)</i> The requirements that alcohol be available only with the purchase of food and that alcohol sales not exceed food sales shall not apply to tasting rooms.
18	<i><del>brewery</del> Tasting rooms)</i> Sales of sealed <del>bottles</del> or containers (commonly known as growlers) for off-site consumption of the <del>product manufactured</del> <del>beer produced</del> by the master licensee may be sold and/or consumed at this location.
19	<i>(<del>brewery</del> Tasting rooms)</i> Hours of operation of tasting rooms shall be limited to between 10:00 a.m. to 10:00 p.m. with last call being at 9:00 p.m.
20	<i>(<del>brewery</del> Tasting rooms)</i> With the submittal of a business license for a tasting room, the Police Department shall provide an ABC Risk Assessment for each business applicant that indicates whether the business is considered a low, medium, or high risk. In the event that a risk assessment for the business allocates more than 15 points, no business license shall be issued without the issuance of a Conditional Use Permit.

**ATTACHMENT "A"**

Resolution No. 2018-\_\_

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for Fiscal Year 2019 from 0.79 cent per \$100 of assessed valuation to 0.73 cent. (Finance)

# CITY OF NATIONAL CITY, CALIFORNIA

## COUNCIL AGENDA STATEMENT

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.:**

**ITEM TITLE:**

Resolution of the City Council of the City of National City reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2019 from 0.79 cent per \$100 of assessed valuation to 0.73 cent.

**PREPARED BY:** Yen Kelly, Budget Analyst

**DEPARTMENT:** Finance

**PHONE:** 619-336-4332

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

In the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of general obligation bonds to fund the construction of the new National City Library. In April 2003, the City issued the general obligation bonds in the aggregate principal amount of \$6 million. Those bonds mature on August 1<sup>st</sup> of each of the years 2004 through 2028.

In 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego.

Each year, the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For fiscal year 2019, the calculated property tax rate is 0.73 cent per \$100 of assessed value. This is a 7.58% reduction from the prior year rate of 0.79 cent and the 8<sup>th</sup> consecutive tax rate reduction since fiscal year 2011. The total tax rate reduction since fiscal year 2011 is approximately 48.45%.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **FINANCE**

**ACCOUNT NO.**  
NA

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION ☐ FINAL ADOPTION ☐

**STAFF RECOMMENDATION:**

Adopt the resolution, reducing the property tax rate for the Library General Obligation Bonds for fiscal year 2019 from 0.79 cent per \$100 of assessed valuation to 0.73 cent.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. General Obligation Bond Tax Rate Computation for fiscal year 2019
2. Resolution

**General Obligation Bond Debt Service (Fund 259)**  
**Tax Rate Computation for Fiscal Year 2019**

**National City**

**Fund No. 6065-50**

	Rate per \$100	Assessed Valuation	FY18/19 Est. Revenue	PY Rate Change:	7.5758%
Secured Valuation	0.0073200	3,799,860,371	278,150		
Unsecured Valuation	0.0079200	229,983,428	18,215		
			<hr/>		
			296,364		
HO Exemption		29,166,200			
1 Net Secured Valuation		3,799,860,371	11 Amount to be raised		<b>294,170</b>
3 Less Delinquency Allowance		-	12 Unsecured HOPTR		-
4 Net after Delinquency		3,799,860,371	14 Unsecured Delinquency		17,850
5 Plus HOPTR			15 Less Unsecured		
		29,166,200	Redevelopment Impact		-
6 Prelim Adj Secured Valuation			16 Amount to be raised by		
		3,829,026,571	Secured Taxes		276,320
7 Less Redevelopment Impact		-			
8 Adj Sec Valuation Less					
Redevelopment Impact		3,829,026,571			
9 Anticipated Roll Corrections					
			18a Tax rate times #4		274,350
10 Adj Sec Val for Rate					
Computation		3,829,026,571	18b Tax rate times HOPTR		2,106
			19 Secured Proof		276,456
16 Computed Rate (per \$100)		0.00722000	20 Raised by 1/100th mil		3,829
17 Plus .0001		<b>0.00732000</b>	21,23 Taxes Raised		298,135

I CERTIFY THAT THE ABOVE COMPUTED RATE + 1/100TH MIL IS A REASONABLE TAX RATE FOR THIS FUND

  
 Yen Kelly  
 Budget Analyst

7/5/2018  
 Date

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE REDUCTION OF THE PROPERTY TAX RATE FOR  
THE LIBRARY GENERAL OBLIGATION BOND FOR FISCAL YEAR 2019  
FROM 0.79 CENT PER \$100 OF ASSESSED VALUATION  
TO 0.73 CENT, A DECREASE OF 7.58%

WHEREAS, in the special municipal election held on March 5, 2002, more than two-thirds of National City's eligible voters approved the issuance of General Obligation Bonds to fund the construction of the new National City Public Library; and

WHEREAS, in April, 2003, the City issued the Library General Obligation Bonds in the aggregate principal amount of \$6 million (\$6,000,000) that mature on August 1st of each of the years 2004 through 2028; and

WHEREAS, in 2012, the City refinanced the bonds to lower the interest rate on the bonds and to decrease the tax burden required for repayment. The amount of principal and interest to be paid each year is generated through the proceeds of property taxes received from the County of San Diego; and

WHEREAS, each year the City must establish the property tax rate that is needed to raise the revenue required to service its annual bonded indebtedness. For Fiscal Year 2019, the calculated property tax rate is 0.73 cent per \$100 of assessed value. This is a 7.58% reduction from prior year rate of 0.79 cent and the 8th consecutive tax rate reduction since Fiscal Year 2011.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the reduction of the property tax rate for bonded indebtedness for Fiscal Year 2019 from 0.79 cent per \$100 (0.0079%) of assessed valuation to 0.73 cent per \$100 (0.0073%) of assessed valuation.

2019 GENERAL OBLIGATION BONDS: 0.73 per \$100 ASSESSED VALUE (0.0073%)

PASSED and ADOPTED this 17th day of July, 2018

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones  
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City reciting the results of the Special Municipal Election held on Tuesday, June 5, 2018 declaring the vote pursuant to California Election Code 10262 and such other matters as provided by law. (Cit



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City reciting the results of the Special Municipal Election held on Tuesday, June 5, 2018 declaring the vote pursuant to California Election Code 10262 and such other matters as provided by law. (City Clerk)

**PREPARED BY:** Michael R. Dalla

**DEPARTMENT:** City Clerk

**PHONE:** 619-336-4226

**APPROVED BY:** 

**EXPLANATION:**

Once the County has canvassed the election and provided an "Official Canvass" of the returns to the City Clerk, the City Council must meet and adopt a Resolution to "Declare Results" pursuant to California Election Code 15400, incorporating the "Official Canvass" into the Resolution as Exhibit "A".

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Resolution with Exhibit "A" (Certified "Official Canvass" from the Registrar of Voters.)

RESOLUTION NO. 2018 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
RECITING THE RESULTS OF THE SPECIAL MUNICIPAL ELECTION  
HELD ON JUNE 5, 2018, AND DECLARING THE VOTE AND  
SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a Special Municipal Election was held and conducted in the City of National City, California, on Tuesday, June 5, 2018, as required by law; and

WHEREAS, notice of the election was given in time, form, and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted, and the votes were cast received and canvassed and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, the City Clerk canvassed the returns of the election and has certified the results to this City Council, the results are received, attached, and made a part hereof as "Exhibit A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of votes (ballots) cast at the polls for Measure "B", except by mail voter ballots, was 2,033.

And that the whole number of vote by mail ballots cast for Measure "B" was 4,190 making a total of 6,223 \*votes (ballots) cast in the City for Measure "B".

That the whole number of votes (ballots) cast at the polls for Measure "C", except by mail voter ballots, was 2,022.

And that the whole number of vote by mail ballots cast for Measure "C" was 4,160, making a total of 6,182 \*votes (ballots) cast in the City for Measure "C".

SECTION 2. The City Council does declare and determine that as a result of the election, a majority of the voters voting on the measure relating to repealing the existing three term limit for the Office of the Mayor (Measure "B") did not vote in favor of it, and that the measure was not carried, and shall not be deemed adopted and ratified; and

The City Council does declare and determine that as a result of the election, a majority of the voters voting on the measure relating to preserving the existing three term limit for the Office of the Mayor and imposing new term limits on the Offices of City Council, City Clerk and City Treasurer (Measure "C") was carried and shall be deemed adopted and ratified as of the date of the adoption of this Resolution, and that pursuant to Elections Code Section 9217, the ordinance shall become effective 10 days after July 17, 2018 as Section 2.73.010 of the National City Municipal Code.

*[Signature Page to Follow]*



PASSED and ADOPTED this 17th day of July, 2018.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Angil P. Morris-Jones



## County of San Diego

MICHAEL VU  
Registrar of Voters

REGISTRAR OF VOTERS  
County Operations Center Campus  
5800 Overland Avenue, Suite 100, San Diego, California 92123-1266  
Telephone: (650) 565-5800 Toll-free: 1 (800) 696-0136 TDD: (650) 694-3441  
Facsimile: (650) 694-2955 Web Address: [www.sdvoter.com](http://www.sdvoter.com)

CYNTHIA L. PAES  
Assistant Registrar of Voters

July 5, 2018

TO: David Hall  
Clerk of the Board of Supervisors

FROM: Michael Vu  
Registrar of Voters

### GUBERNATORIAL PRIMARY ELECTION JUNE 5, 2018 ELECTION CERTIFICATION

Enclosed are the certification documents for the following election:

*Jurisdiction:* Gubernatorial Primary Election

*Election Date:* June 5, 2018

Please contact my staff at (858) 505-7210 if you have any questions regarding this matter.

Enclosures (2)

c: Supervisor Kristin Gaspar, Chairwoman  
Supervisor Dianne Jacob, Vice Chair  
Supervisor Greg Cox  
Supervisor Ron Roberts  
Supervisor Bill Horn  
Helen N. Robbins-Meyer, Chief Administrative Officer  
Donald F. Steuer, Assistant Chief Administrative Officer, Chief Operating Officer  
April Heinze, P.E., Deputy Chief Administrative Officer, Community Services Group  
County Office of Education  
City of San Diego  
City of Chula Vista  
City of National City

EXHIBIT 'A'


## CERTIFICATE

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO } ss.

I, Michael Vu, Registrar of Voters for the County of San Diego, do hereby certify that I have conducted the official canvass of the returns from the Gubernatorial Primary Election held on June 5, 2018, in the County of San Diego. The following is a statement of the results showing the total number of ballots cast, the total number of votes for each candidate and ballot measures.

Witness my hand and official seal this 5<sup>th</sup> day of July 2018.



  
L. MICHAEL VU  
Registrar of Voters

County of San Diego  
Gubernatorial Primary Election  
June 5, 2018

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Official Results - (San Diego County Portion Only)

Registered Voters 1693774 - Cards Cast 673640 39.77%

Num. Report Precinct 1705 - Num. Reporting 1705 100.00%

CITY OF SAN DIEGO CITY	
COUNCIL DISTRICT NO. 4	
Total	
Number of Precincts	72
Precincts Reporting	72 100.0 %
Total Votes	19122
MONICA MONTGOMERY	7424 38.82%
MYRTLE COLE	7418 38.79%
TONY VILLAFRANCA	3273 17.12%
NEAL ARTHUR	978 5.11%

PROPOSITION 71 - State	
Measures Effective Date	
Total	
Number of Precincts	1705
Precincts Reporting	1705 100.0 %
Total Votes	614189
YES	464214 75.58%
NO	149975 24.42%

CITY OF SAN DIEGO CITY	
COUNCIL DISTRICT NO. 6	
Total	
Number of Precincts	68
Precincts Reporting	68 100.0 %
Total Votes	27214
CHRIS CATE	15316 56.28%
TOMMY HOUGH	4728 17.37%
MATT VALENTI	2655 9.76%
FAYAZ NAWABI	1838 6.75%
JEREMIAH BLATTNER	1490 5.48%
KEVIN LEE EGGER	1111 4.08%

PROPOSITION 72 - State	
Property Tax	
Total	
Number of Precincts	1705
Precincts Reporting	1705 100.0 %
Total Votes	629566
YES	552964 87.83%
NO	76602 12.17%

CITY OF SAN DIEGO CITY	
COUNCIL DISTRICT NO. 8	
Total	
Number of Precincts	60
Precincts Reporting	60 100.0 %
Total Votes	14963
VIVIAN MORENO	5327 35.60%
ANTONIO MARTINEZ	4087 27.31%
CHRISTIAN RAMIREZ	4084 27.29%
ZACHARY LAZARUS	1365 9.12%

MEASURE A - City of Chula Vista	
Sales Tax 1/2 Cent	
Total	
Number of Precincts	117
Precincts Reporting	117 100.0 %
Total Votes	40196
YES	21126 52.56%
NO	19070 47.44%

PROPOSITION 68 - State	
Outdoor Access Act of 2013	
Total	
Number of Precincts	1705
Precincts Reporting	1705 100.0 %
Total Votes	634200
YES	349793 55.16%
NO	284405 44.84%

MEASURE B - City of National City	
Repealing Existing Three 4 Yr. Terms	
Total	
Number of Precincts	21
Precincts Reporting	21 100.0 %
Total Votes	6223
NO	3200 51.42%
YES	3023 48.58%

PROPOSITION 69 - State	
Motor Vehicle Fees and Taxes	
Total	
Number of Precincts	1705
Precincts Reporting	1705 100.0 %
Total Votes	635014
YES	495559 78.04%
NO	139455 21.96%

MEASURE C - City of National City	
Preserving Existing Three 4 Yr. Terms	
Total	
Number of Precincts	21
Precincts Reporting	21 100.0 %
Total Votes	6182
YES	3407 55.11%
NO	2775 44.89%

PROPOSITION 70 - State	
Greenhouse Reserve Fund	
Total	
Number of Precincts	1705
Precincts Reporting	1705 100.0 %
Total Votes	608854
NO	376745 61.88%
YES	232109 38.12%

MEASURE D - Cnty Service Area 113	
Repeal Ord. 6735	
Total	
Number of Precincts	4
Precincts Reporting	4 100.0 %
Total Votes	153
YES	128 83.66%
NO	25 16.34%

County of San Diego  
Gubernatorial Primary Election  
June 5, 2018  
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	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
515600-NATIONAL CITY			
Polls Ballots	949	108	11.38%
Mail Ballots	949	142	14.96%
Total	949	250	26.34%
515640-NATIONAL CITY			
Polls Ballots	1046	60	5.74%
Mail Ballots	1046	216	20.65%
Total	1046	276	26.39%
515650-NATIONAL CITY			
Polls Ballots	1058	59	5.58%
Mail Ballots	1058	129	12.19%
Total	1058	188	17.77%
515690-NATIONAL CITY			
Polls Ballots	1307	135	10.33%
Mail Ballots	1307	222	16.99%
Total	1307	357	27.31%
515800-NATIONAL CITY			
Polls Ballots	1580	126	7.97%
Mail Ballots	1580	266	16.84%
Total	1580	392	24.81%
515920-NATIONAL CITY			
Polls Ballots	1256	102	8.12%
Mail Ballots	1256	199	15.84%
Total	1256	301	23.96%
516000-NATIONAL CITY			
Polls Ballots	1274	136	10.68%
Mail Ballots	1274	268	21.04%
Total	1274	404	31.71%
516200-NATIONAL CITY			
Polls Ballots	660	86	13.03%
Mail Ballots	660	124	18.79%
Total	660	210	31.82%
516500-NATIONAL CITY			
Polls Ballots	989	98	9.91%
Mail Ballots	989	206	20.83%
Total	989	304	30.74%
516600-NATIONAL CITY			
Polls Ballots	933	64	6.86%
Mail Ballots	933	291	31.19%
Total	933	355	38.05%
516800-NATIONAL CITY			
Polls Ballots	1053	140	13.30%
Mail Ballots	1053	167	15.86%
Total	1053	307	29.15%
517200-NATIONAL CITY			
Polls Ballots	1419	99	6.98%
Mail Ballots	1419	321	22.62%
Total	1419	420	29.60%
517400-NATIONAL CITY			
Polls Ballots	1613	152	9.42%
Mail Ballots	1613	327	20.27%
Total	1613	479	29.70%
517500-NATIONAL CITY			
Polls Ballots	993	105	10.57%
Mail Ballots	993	133	13.39%
Total	993	238	23.97%
517600-NATIONAL CITY			
Polls Ballots	1310	156	11.91%
Mail Ballots	1310	266	20.31%
Total	1310	422	32.21%

County of San Diego  
Gubernatorial Primary Election  
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	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
517800-NATIONAL CITY			
Polls Ballots	1658	154	9.29%
Mail Ballots	1658	231	13.93%
Total	1658	385	23.22%
518100-NATIONAL CITY			
Polls Ballots	1589	150	9.44%
Mail Ballots	1589	317	19.95%
Total	1589	467	29.39%
518600-NATIONAL CITY			
Polls Ballots	1301	106	8.15%
Mail Ballots	1301	193	14.83%
Total	1301	299	22.98%
518800-NATIONAL CITY			
Polls Ballots	1259	112	8.90%
Mail Ballots	1259	244	19.38%
Total	1259	356	28.28%
999193-NATIONAL CITY			
Polls Ballots	35	0	0.00%
Mail Ballots	35	12	34.29%
Total	35	12	34.29%
999240-NATIONAL CITY-VBM			
Polls Ballots	113	0	0.00%
Mail Ballots	113	26	23.01%
Total	113	26	23.01%
Total			
Polls Ballots	23395	2148	9.18%
Mail Ballots	23395	4300	18.38%
Total	23395	6448	27.56%

County of San Diego  
Gubernatorial Primary Election  
June 5, 2018  
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		MEASURE B - City of National City Repealing Existing Three 4 Yr. Terms					
		Reg. Voters	Times Counted	Total Votes	YES	NO	
Jurisdiction Wide							
515600-NATIONAL CITY							
Polls Ballots		949	108	106	34 32.08%	72 67.92%	
Mail Ballots		949	142	140	60 42.86%	80 57.14%	
Total		949	250	246	94 38.21%	152 61.79%	
515640-NATIONAL CITY							
Polls Ballots		1046	60	59	18 30.51%	41 69.49%	
Mail Ballots		1046	216	213	129 60.56%	84 39.44%	
Total		1046	276	272	147 54.04%	125 45.96%	
515650-NATIONAL CITY							
Polls Ballots		1058	59	54	21 38.89%	33 61.11%	
Mail Ballots		1058	129	126	62 49.21%	64 50.79%	
Total		1058	188	180	83 46.11%	97 53.89%	
515690-NATIONAL CITY							
Polls Ballots		1307	135	117	49 41.88%	68 58.12%	
Mail Ballots		1307	222	215	108 50.23%	107 49.77%	
Total		1307	357	332	157 47.29%	175 52.71%	
515800-NATIONAL CITY							
Polls Ballots		1580	126	121	54 44.63%	67 55.37%	
Mail Ballots		1580	266	261	140 53.64%	121 46.36%	
Total		1580	392	382	194 50.79%	188 49.21%	
515920-NATIONAL CITY							
Polls Ballots		1256	102	93	43 46.24%	50 53.76%	
Mail Ballots		1256	199	196	86 43.88%	110 56.12%	
Total		1256	301	289	129 44.64%	160 55.36%	
516000-NATIONAL CITY							
Polls Ballots		1274	136	129	49 37.98%	80 62.02%	
Mail Ballots		1274	268	258	123 47.67%	135 52.33%	
Total		1274	404	387	172 44.44%	215 55.56%	
516200-NATIONAL CITY							
Polls Ballots		660	86	81	38 46.91%	43 53.09%	
Mail Ballots		660	124	120	75 62.50%	45 37.50%	
Total		660	210	201	113 56.22%	88 43.78%	
516500-NATIONAL CITY							
Polls Ballots		989	98	94	24 25.53%	70 74.47%	
Mail Ballots		989	206	205	110 53.66%	95 46.34%	
Total		989	304	299	134 44.82%	165 55.18%	
516600-NATIONAL CITY							
Polls Ballots		933	64	60	33 55.00%	27 45.00%	
Mail Ballots		933	291	274	150 54.74%	124 45.26%	
Total		933	355	334	183 54.79%	151 45.21%	
516800-NATIONAL CITY							
Polls Ballots		1053	140	133	56 42.11%	77 57.89%	
Mail Ballots		1053	167	164	80 48.78%	84 51.22%	
Total		1053	307	297	136 45.79%	161 54.21%	
517200-NATIONAL CITY							
Polls Ballots		1419	99	95	46 48.42%	49 51.58%	
Mail Ballots		1419	321	309	195 63.11%	114 36.89%	
Total		1419	420	404	241 59.65%	163 40.35%	
517400-NATIONAL CITY							
Polls Ballots		1613	152	151	68 45.03%	83 54.97%	
Mail Ballots		1613	327	325	158 48.62%	167 51.38%	
Total		1613	479	476	226 47.48%	250 52.52%	
517500-NATIONAL CITY							
Polls Ballots		993	105	98	33 33.67%	65 66.33%	
Mail Ballots		993	133	126	64 50.79%	62 49.21%	
Total		993	238	224	97 43.30%	127 56.70%	
517600-NATIONAL CITY							
Polls Ballots		1310	156	140	72 51.43%	68 48.57%	
Mail Ballots		1310	266	261	144 55.17%	117 44.83%	
Total		1310	422	401	216 53.87%	185 46.13%	

County of San Diego  
Gubernatorial Primary Election  
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MEASURE B - City of National City Repealing Existing Three 4 Yr. Terms							
	Reg. Voters	Times Counted	Total Votes	YES		NO	
517800-NATIONAL CITY							
Polls Ballots	1658	154	149	57	38.26%	92	61.74%
Mail Ballots	1658	231	230	101	43.91%	129	56.09%
Total	1658	385	379	158	41.69%	221	58.31%
518100-NATIONAL CITY							
Polls Ballots	1589	150	146	63	43.15%	83	56.85%
Mail Ballots	1589	317	312	164	52.56%	148	47.44%
Total	1589	467	458	227	49.56%	231	50.44%
518600-NATIONAL CITY							
Polls Ballots	1301	106	102	45	44.12%	57	55.88%
Mail Ballots	1301	193	185	89	48.11%	96	51.89%
Total	1301	299	287	134	46.69%	153	53.31%
518800-NATIONAL CITY							
Polls Ballots	1259	112	105	37	35.24%	68	64.76%
Mail Ballots	1259	244	233	119	51.07%	114	48.93%
Total	1259	356	338	156	46.15%	182	53.85%
999193-NATIONAL CITY							
Polls Ballots	35	0	0	0	-	0	-
Mail Ballots	35	12	11	9	81.82%	2	18.18%
Total	35	12	11	9	81.82%	2	18.18%
999240-NATIONAL CITY-VBM							
Polls Ballots	113	0	0	0	-	0	-
Mail Ballots	113	26	26	17	65.38%	9	34.62%
Total	113	26	26	17	65.38%	9	34.62%
Total							
Polls Ballots	23395	2148	2033	840	41.32%	1193	58.68%
Mail Ballots	23395	4300	4190	2183	52.10%	2007	47.90%
Total	23395	6448	6223	3023	48.58%	3200	51.42%



County of San Diego  
Gubernatorial Primary Election  
June 5, 2018  
Official Results - National City

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		MEASURE C - City of National City Preserving Existing Three 4 Yr. Terms					
		Reg. Voters	Times Counted	Total Votes	YES	NO	
Jurisdiction Wide							
515600-NATIONAL CITY							
Polls Ballots		949	108	105	68 64.76%	37 35.24%	
Mail Ballots		949	142	137	83 60.58%	54 39.42%	
Total		949	250	242	151 62.40%	91 37.60%	
515640-NATIONAL CITY							
Polls Ballots		1046	60	59	43 72.88%	16 27.12%	
Mail Ballots		1046	216	212	103 48.58%	109 51.42%	
Total		1046	276	271	146 53.87%	125 46.13%	
515650-NATIONAL CITY							
Polls Ballots		1058	59	57	38 66.67%	19 33.33%	
Mail Ballots		1058	129	125	75 60.00%	50 40.00%	
Total		1058	188	182	113 62.09%	69 37.91%	
515690-NATIONAL CITY							
Polls Ballots		1307	135	119	75 63.03%	44 36.97%	
Mail Ballots		1307	222	211	105 49.76%	106 50.24%	
Total		1307	357	330	180 54.55%	150 45.45%	
515800-NATIONAL CITY							
Polls Ballots		1580	126	120	64 53.33%	56 46.67%	
Mail Ballots		1580	266	259	152 58.69%	107 41.31%	
Total		1580	392	379	216 56.99%	163 43.01%	
515920-NATIONAL CITY							
Polls Ballots		1256	102	94	46 48.94%	48 51.06%	
Mail Ballots		1256	199	196	112 57.14%	84 42.86%	
Total		1256	301	290	158 54.48%	132 45.52%	
516000-NATIONAL CITY							
Polls Ballots		1274	136	128	80 62.50%	48 37.50%	
Mail Ballots		1274	268	252	135 53.57%	117 46.43%	
Total		1274	404	380	215 56.58%	165 43.42%	
516200-NATIONAL CITY							
Polls Ballots		660	86	81	39 48.15%	42 51.85%	
Mail Ballots		660	124	122	43 35.25%	79 64.75%	
Total		660	210	203	82 40.39%	121 59.61%	
516500-NATIONAL CITY							
Polls Ballots		989	98	94	61 64.89%	33 35.11%	
Mail Ballots		989	206	203	105 51.72%	98 48.28%	
Total		989	304	297	166 55.89%	131 44.11%	
516600-NATIONAL CITY							
Polls Ballots		933	64	60	28 46.67%	32 53.33%	
Mail Ballots		933	291	272	123 45.22%	149 54.78%	
Total		933	355	332	151 45.48%	181 54.52%	
516800-NATIONAL CITY							
Polls Ballots		1053	140	131	76 58.02%	55 41.98%	
Mail Ballots		1053	167	163	91 55.83%	72 44.17%	
Total		1053	307	294	167 56.80%	127 43.20%	
517200-NATIONAL CITY							
Polls Ballots		1419	99	92	60 65.22%	32 34.78%	
Mail Ballots		1419	321	309	151 48.87%	158 51.13%	
Total		1419	420	401	211 52.62%	190 47.38%	
517400-NATIONAL CITY							
Polls Ballots		1613	152	149	82 55.03%	67 44.97%	
Mail Ballots		1613	327	321	171 53.27%	150 46.73%	
Total		1613	479	470	253 53.83%	217 46.17%	
517500-NATIONAL CITY							
Polls Ballots		993	105	99	60 60.61%	39 39.39%	
Mail Ballots		993	133	126	64 50.79%	62 49.21%	
Total		993	238	225	124 55.11%	101 44.89%	
517600-NATIONAL CITY							
Polls Ballots		1310	156	140	88 62.86%	52 37.14%	
Mail Ballots		1310	266	257	123 47.86%	134 52.14%	
Total		1310	422	397	211 53.15%	186 46.85%	

County of San Diego  
Gubernatorial Primary Election  
June 5, 2018  
Official Results - National City

Date:07/05/18  
Time:17:02:45  
Page:102 of 102

MEASURE C - City of National City Preserving Existing Three 4 Yr. Terms						
	Reg. Voters	Times Counted	Total Votes	YES		NO
517800-NATIONAL CITY						
Polls Ballots	1658	154	148	103 69.59%	45	30.41%
Mail Ballots	1658	231	229	140 61.14%	89	38.86%
Total	1658	385	377	243 64.46%	134	35.54%
518100-NATIONAL CITY						
Polls Ballots	1589	150	144	85 59.03%	59	40.97%
Mail Ballots	1589	317	311	165 53.05%	146	46.95%
Total	1589	467	455	250 54.95%	205	45.05%
518600-NATIONAL CITY						
Polls Ballots	1301	106	96	49 51.04%	47	48.96%
Mail Ballots	1301	193	186	101 54.30%	85	45.70%
Total	1301	299	282	150 53.19%	132	46.81%
518800-NATIONAL CITY						
Polls Ballots	1259	112	106	72 67.92%	34	32.08%
Mail Ballots	1259	244	232	134 57.76%	98	42.24%
Total	1259	356	338	206 60.95%	132	39.05%
999193-NATIONAL CITY						
Polls Ballots	35	0	0	0 -	0	-
Mail Ballots	35	12	11	2 18.18%	9	81.82%
Total	35	12	11	2 18.18%	9	81.82%
999240-NATIONAL CITY-VBM						
Polls Ballots	113	0	0	0 -	0	-
Mail Ballots	113	26	26	12 46.15%	14	53.85%
Total	113	26	26	12 46.15%	14	53.85%
Total						
Polls Ballots	23395	2148	2022	1217 60.19%	805	39.81%
Mail Ballots	23395	4300	4160	2190 52.64%	1970	47.36%
Total	23395	6448	6182	3407 55.11%	2775	44.89%

The following page(s) contain the backup material for Agenda Item: Notice of Decision - Planning Commission approval of a Zone Variance to allow for a reduced rear-yard setback of a proposed single-family residence located on the west side of "D" Avenue north of East 29th Street. (Applicant: Jeffrey Silva) (Case File 201

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Notice of Decision – Planning Commission approval of a Zone Variance to allow for a reduced rear-yard setback of a proposed single-family residence located on the west side of “D” Avenue north of East 29<sup>th</sup> Street. (Applicant: Jeffrey Silva) (Case File 2017-17 Z)

**PREPARED BY:** Chris Stanley *C.S.*

**DEPARTMENT:** Planning.

**PHONE:** 619-336-4381

**APPROVED BY:** 

**EXPLANATION:**

The applicant has applied for a Zone Variance to reduce the rear-yard setback for a new single-family residence at “D” Avenue. The 6,000 square-foot lot is currently vacant. The construction opportunities are limited due to an existing sewer easement that bisects the lot diagonally. The applicant proposes to construct a 2,400-square foot single-family house that encroaches 10 feet into the required 25-foot rear yard setback.

The Planning Commission conducted a public hearing on July 2, 2018. Commissioners asked questions regarding parking and ownership of the property. The Commission voted to approve the Variance based on required findings and subject to Conditions of Approval.

The attached Planning Commission staff report describes the proposal in detail.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

Categorical Exemption-Class 32, Section 15332 (In-Fill Development Projects)

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Staff concurs with the decision of the Planning Commission and recommends that the Notice of Decision be filed.

**BOARD / COMMISSION RECOMMENDATION:**

The Planning Commission approved the Variance.

Ayes: Baca, Flores, Garcia, Sendt, Yamane, DelaPaz

Absent: Quintero

**ATTACHMENTS:**

- |                                     |                               |
|-------------------------------------|-------------------------------|
| 1. Overhead                         | 3. Resolution No. 2018-12 (a) |
| 2. Planning Commission Staff Report | 4. Reduced Plans              |

2017-17 Z – “D” Avenue – Overhead



ATTACHMENT 1





Item no. 4  
July 2, 2018

CITY OF NATIONAL CITY - PLANNING DEPARTMENT  
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

**PLANNING COMMISSION STAFF REPORT**

Title: PUBLIC HEARING – ZONE VARIANCE FOR A  
REDUCED REAR YARD SETBACK FOR A  
PROPOSED SINGLE-FAMILY HOUSE TO BE  
LOCATED AT “D” AVENUE

Case File No.: 2017-17 Z

Location: “D” Avenue

Assessor’s Parcel Nos.: 562-122-31

Staff report by: Chris Stanley, Acting Assistant Planner

Applicant: Jeffrey Silva

Zoning designation: Small Lot Residential (RS-2)

Adjacent land use / zoning:

North: Single Family Residential / RS-2

East: Institutional / I

South: Single Family Residential / RS-2

West: Single Family Residential / RS-2

Environmental review: Categorical Exemption – Class 32, Section 15332 (In-Fill Development Projects)

Staff recommendation: Approve

ATTACHMENT 2

## **BACKGROUND**

### **Staff Recommendation**

Staff recommends approval of a reduced rear yard setback for a proposed single-family house. The request is because of a sewer easement that restricts the buildable area of the property.

### **Executive Summary**

The applicant is proposing to construct a single family house in the rear yard setback due to a sewer easement that prevents the use of the eastern (front) portion of the lot. In order to do so a Zone Variance must be approved.

### **Site characteristics**

The 6,344 square-foot lot is located on the western side of "D" Avenue in the Small Lot Residential (RS-2) zone. The property is a roughly 50 foot wide by 125 foot deep vacant lot. A sewer easement splits the property in half diagonally from the northeast corner to the southwest corner.

### **Proposed use**

The applicant is proposing to build a 1,190 square-foot two story house and a 500 square-foot two-car garage. The house would have a 15-foot rear yard setback, where 25 feet is normally required in the RS-2 zone. The house would consist of five bedrooms, five baths, a laundry room, a living room, a family room, a dining room, and a kitchen. Construction of the residence and garage would otherwise be permitted by right if not for the variance request.

### **Analysis**

The Land Use Code (LUC) prohibits the building of a house in the rear yard setback. Although the required rear yard setback in the RS-2 zone is 25 feet, the proposed house would only have a rear yard setback of 15 feet because of the sewer easement, which limits the area that can be used on the property. The sewer easement is for an existing pipe residing under the lot. The pipe travels across the lot diagonally from the northeast corner to the southwest corner of the property.

Houses in the RS-2 zone require two parking spaces, one covered and one uncovered, which the project meets with the proposed two car garage, but any additional bedrooms over four require an additional parking space. The applicant's options are to provide an additional space for the fifth bedroom, or change the room type to something other than a bedroom. The definition of a

bedroom in the municipal code is a private room intended for or capable of being used for sleeping, separated from other rooms by a door, having a window and closet/storage nook, and accessible to a bathroom without crossing another bedroom. If the applicant chooses to provide the additional parking space, it must be outside of the 20-foot front yard setback and both the parking space and the path of travel to the parking space must be paved.

#### Findings for Approval

Three specific findings must be made in order to approve a Zone Variance request. The first is that the lot is affected by special circumstances, including size, shape, or topography, that deprive the lot of the ability to develop per the LUC as others in the area have. In this case the property has an existing sewer easement running through the site diagonally restricting the normal buildable area afforded standard-sized lots. In order to build the house as proposed, the building would encroach into the required property rear yard setback.

The second finding is that granting of the Variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated. In this case, there are other properties in the same neighborhood in the same zone that are affected by the sewer easement.

The third finding is that the Variance does not authorize a use that is not otherwise allowed in the zone. In this case, the proposal is for a single-family home, which is a permitted use in the RS-2 zone.

#### Findings for Denial

A finding for denial is that the lot is not affected by special circumstances, including size, shape, or topography, that deprive the lot of the ability to develop per the Land Use Code as others in the area have, because the lot exceeds the minimum lot size, is standard in shape, and is flat with no significant change in topography. There is still the possibility of building the house within the prescribed setbacks, although the size would be limited.

Mailing – All property owners and occupants within a distance of 300 feet are required to be notified of a public hearing for Zone Variance applications. Seventy people were notified by mail of this public hearing, which is consistent with this requirement.



Conditions of Approval

No comments were received from the City's Engineering Department. Standard conditions were included for both the Building Department and Fire Department regarding building the project to their respective codes. In addition, the Fire Department will require fire sprinklers for the project. The comments are included as Conditions of Approval.

Summary

Because of special circumstances applicable to the property, including the physical hardship of a sewer easement, in order for the house to be the proposed size, it would encroach into the required rear yard setback. The proposal is consistent with all required findings of approval and would be consistent with all other regulations.

OPTIONS

1. Approve 2017-17 Z subject to the conditions attached, based on attached findings and/or findings to be determined by the Planning Commission; or
2. Deny 2017-17 Z based on findings to be determined by the Planning Commission; or,
3. Continue the item in order to obtain additional information.

ATTACHMENTS

1. Recommended Findings of Approval
2. Recommended Conditions of Approval
3. Overhead
4. Applicant's Plans (Exhibit A, case file no. 2017-17 Z, dated 8/1/2017)
5. Public Hearing Notice (Sent to 70 property owners and occupants)
6. CEQA Notice of Exemption
7. Resolutions



CHRIS STANLEY  
Acting Assistant Planner



MARTIN REEDER, AICP  
Acting Planning Director

**RESOLUTION NO. 2018-12 (a)**

**A RESOLUTION OF THE PLANNING COMMISSION  
OF THE CITY OF NATIONAL CITY, CALIFORNIA  
APPROVING A ZONE VARIANCE FOR A REDUCED  
REAR YARD SETBACK FOR A PROPOSED SINGLE-FAMILY HOUSE TO BE  
LOCATED AT "D" AVENUE  
CASE FILE NO. 2017-17 Z  
APN: 562-122-31**

WHEREAS, the Planning Commission of the City of National City considered a Zone Variance for a reduced rear yard setback for a proposed single-family house to be located at D Avenue at a duly advertised public hearing held on July 2, 2018, at which time oral and documentary evidence was presented; and,

WHEREAS, at said public hearings the Planning Commission considered the staff report contained in Case File No. 2017-17 Z maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, that the testimony and evidence presented to the Planning Commission at the public hearing held on July 2, 2018, support the following findings:

1. That the lot is affected by special circumstances, including size, shape, or topography, that deprive the lot of the ability to develop per the Land Use Code as others in the area have, because the property has an existing sewer easement running through the site diagonally restricting the normal buildable area afforded standard-sized lots. In order to build the house as proposed, the building would encroach into the required property rear yard setback.
2. That granting of the Variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated, because there are multiple properties in the same block in the same zone that are affected by the sewer easement.
3. That the Variance does not authorize a use that is not otherwise allowed in the zone, the proposal is for a single-family home, which is a permitted use in the RS-2 zone.



4. That the proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA); staff has determined that the proposed use is categorically exempt from environmental review pursuant to Class 32 Section 15332. This section allows for in-fill development that is consistent with the general plan and zoning designation; occurs within city limits; is no more than five acres and substantially surrounded by urban uses; the site has no value as habitat for endangered, rare or threatened species; would not result in any significant effects relating to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services. The development in question is consistent with this exemption.

BE IT FURTHER RESOLVED that the application for a Zone Variance is approved subject to the following conditions:

#### General

1. This *Zone Variance* authorizes a house to be located in the rear yard setback of the property located at D Avenue. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2017-17 Z, dated 8/1/2017).
2. Before this *Zone Variance* shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the *Zone Variance*. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the *Zone Variance* are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Deputy City Manager prior to recordation.
3. This permit shall become null and void if not exercised within one year after adoption of the resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.

#### Building

4. Plans submitted for demolition or improvements must comply with the 2016 edition of the California Building, Electrical, Fire, Plumbing, and Mechanical Codes.

Fire

5. Project to be in compliance with the current editions of the California Fire Code, National Fire Protection Association, California Code of Regulations and local City of National City Municipal Codes.
6. Fire sprinklers shall be installed for the intended use per Chapter 9 section 903.2.5 - 903.2.5.2 (table) of the California Fire Code.

Planning

7. The proposed five bedrooms will require that the property provide a third space in addition to the two already provided. The additional space does not have to be covered, but shall not be in the front yard setback. In addition both the path leading to the space and the space itself must be paved.
8. Landscaping, including trees and groundcover, shall be provided and maintained for the life of the building and shall be irrigated per City standards.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

BE IT FINALLY RESOLVED that this Resolution shall become effective and final on the day following the City Council meeting where the Planning Commission resolution is set for review, unless an appeal in writing is filed with the City Clerk prior to 5:00 p.m. on the day of that City Council meeting. The City Council may, at that meeting, appeal the decision of the Planning Commission and set the matter for public hearing.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of July 2, 2018, by the following vote:

AYES: Baca, Sendt, Yamane, Garcia, Flores, Dela Paz

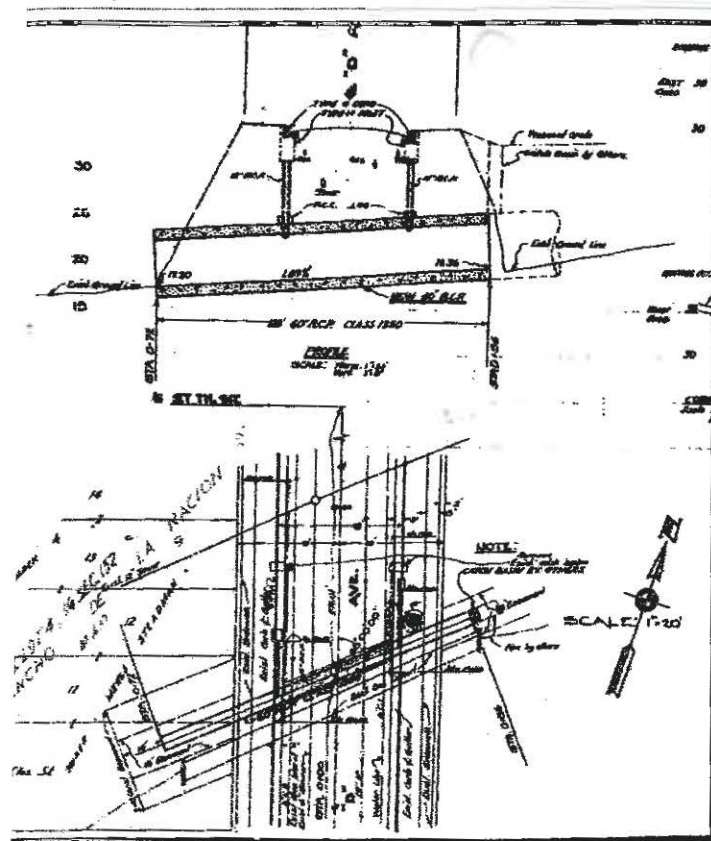
NAYS: None.

ABSENT: Quintero

ABSTAIN: None.

  
CHAIRPERSON





VICINITY MAP/SITE LOCATION  
NOT TO SCALE

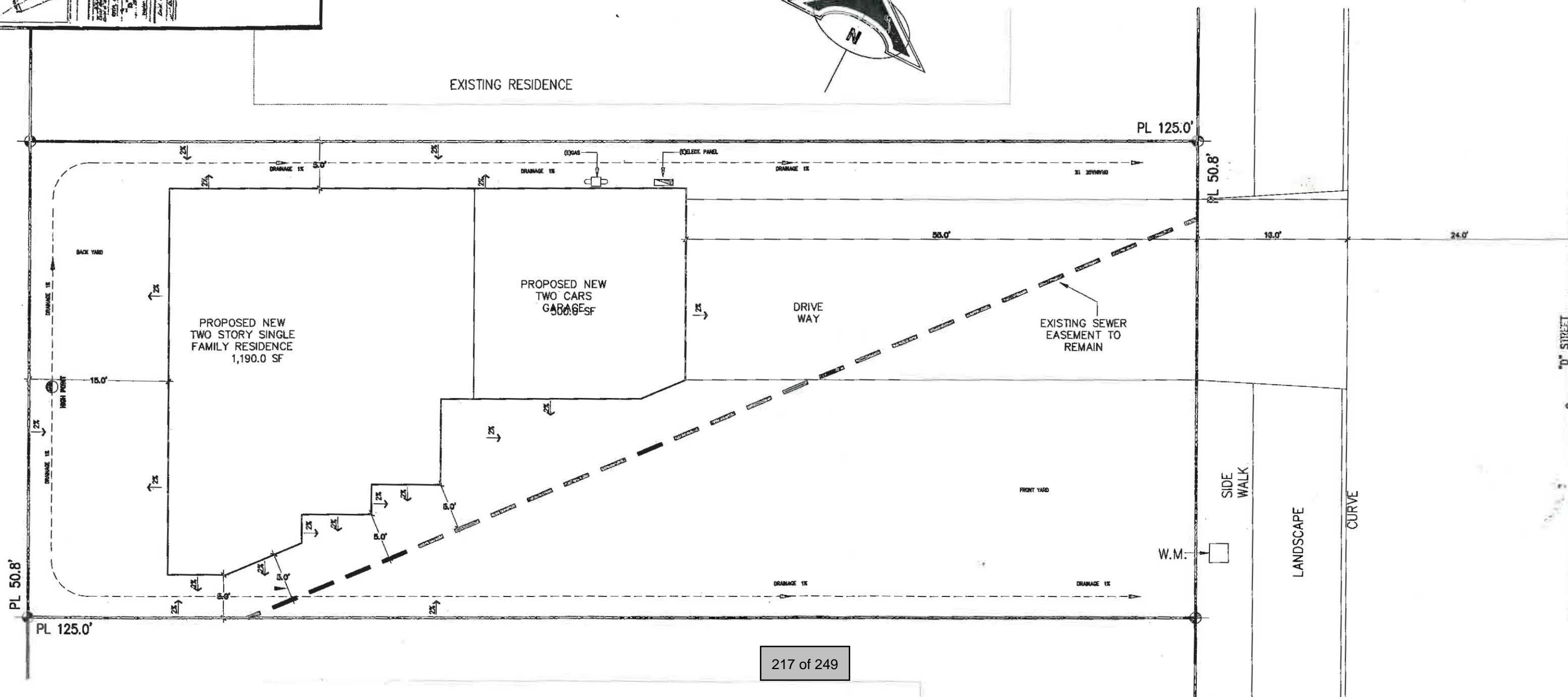
BUILDING DATA	
CONSTRUCTION TYPE	VB
NON-RATED STRUCTURE:	
OCCUPANCY GROUP	R-3/U
BUILDING CODE:	
2016 CALIFORNIA RESIDENTIAL CODE (CRC)	
2016 CALIFORNIA ELECTRICAL CODE (CEC)	
2016 CALIFORNIA MECHANICAL CODE (CMC)	
2016 CALIFORNIA PLUMBING CODE (CPC)	
2016 CALIFORNIA ENERGY CODE (TITLE 24)	
2016 CALIF. GREEN BUILDING (CALGREEN)	

SHEET INDEX	
SHEET	SHEET NAME
A-1	SITE PLAN.

PROJECT DATA	
ZONING:	A-1
NEW HOUSE	1,190.0 SF
NEW TWO CAR GARAGE	500.0 SF
TOTAL AREA :	TOTAL 1,690.0 SF
PROPOSED LOT COVERAGE	27%
LOT SIZE:	6,344.3 SF

NEW RESIDENCE  
**JEFFERET E. SILVA**  
D AVE, (VACANT LOT)  
APN #562-122-31-00  
NATIONAL CITY, CA. 91950

EXHIBIT A  
CASE FILE NO. 2017-172  
DATE: 8/1/2017



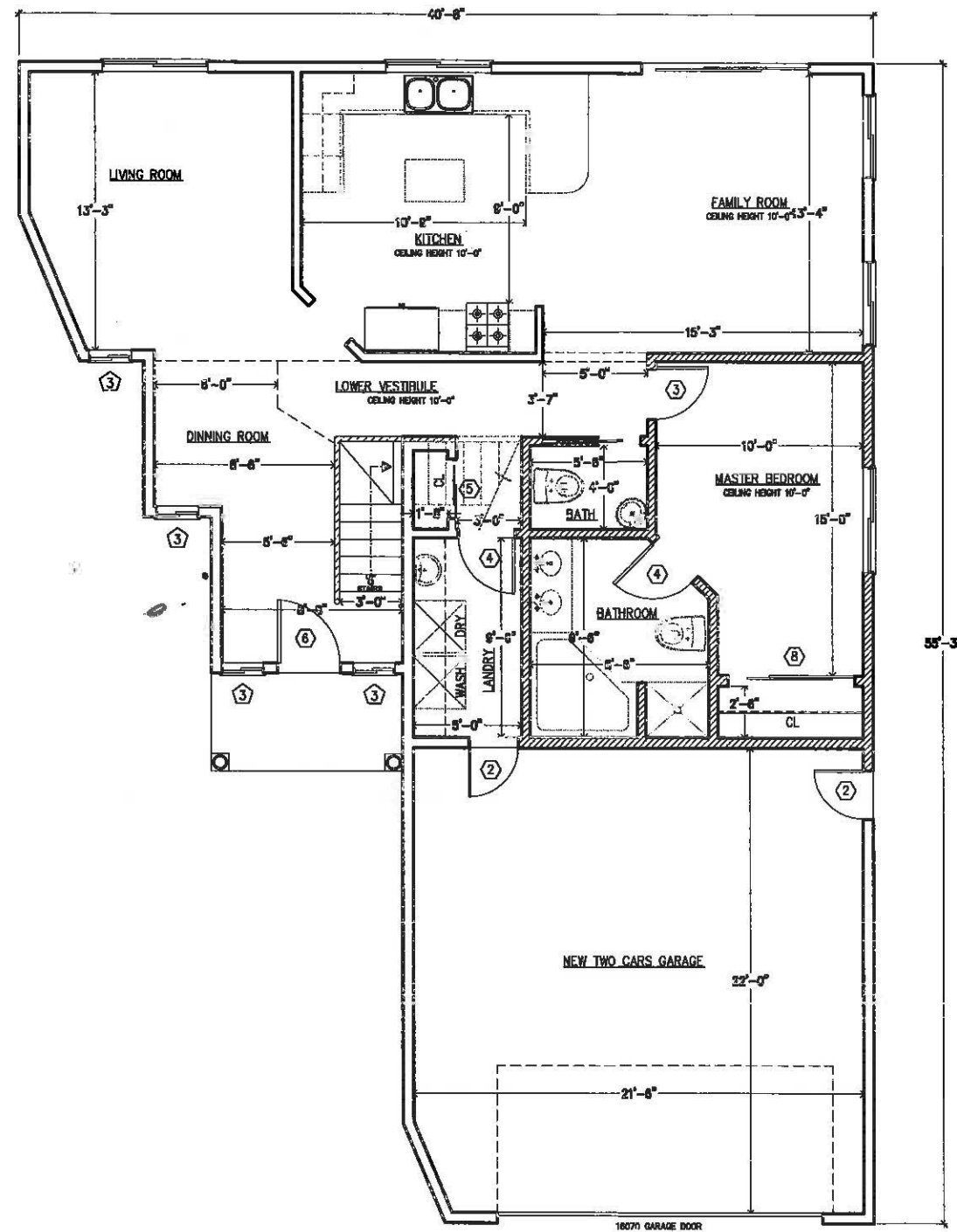
(N) CLASS "A" OWENS CORNING COMPOSITION SHINGLE ICBO ES ER-5443 W/5  
NAILS PER SHINGLE ON HIGH WIND AREA & 3 NAILS PER SHINGLE ON NON  
WINDY AREAS UNDERLAYMENT SHALL BE ONE LAYER NON PERFORATED TYPE  
30 FELT LAPPED 2 IN. HORIZONTALLY AND 4 IN. VERTICALLY TO SHED WATER.

(N) EXTERIOR  $\frac{7}{8}$ " STUCCO  
PLASTER (3-COATS) OVER  
BACKED PAPER



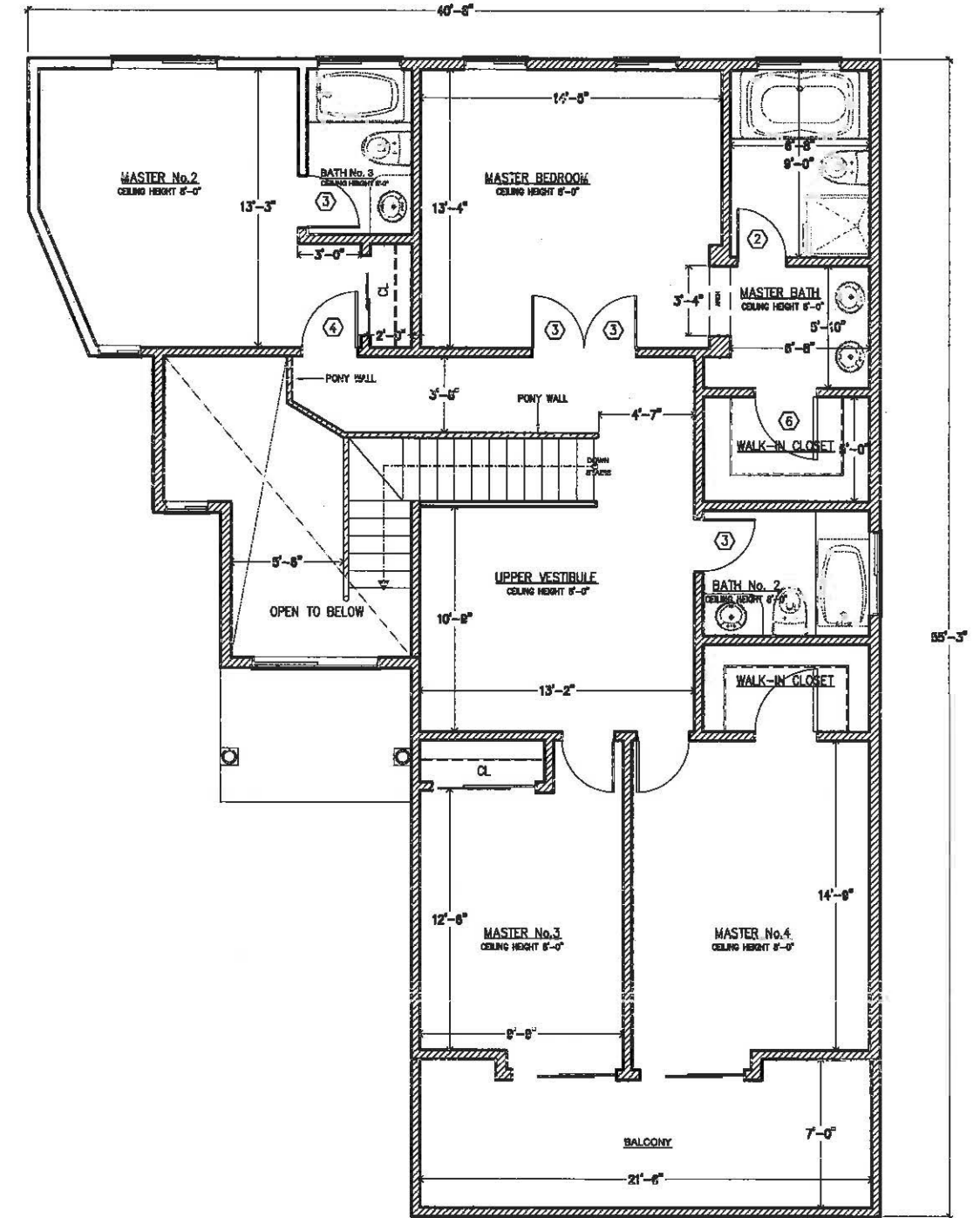
## FRONT ELEVATION

SCALE:  $\frac{1}{4}$ " = 1'-0"



PROP. 1ST FLOOR PLAN

NOT TO SCALE



PROP. 2ND FLOOR PLAN

NOT TO SCALE



The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - 2nd Annual Bayside Brew and Spirits Festival sponsored by the National City Chamber of Commerce at Pepper Park on September 29, 2018 with a request for waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Temporary Use Permit – 2<sup>nd</sup> Annual Bayside Brew and Spirits Festival sponsored by the National City Chamber of Commerce at Pepper Park on September 29, 2018 with a request for waiver of fees.

**PREPARED BY:** Dionisia Trejo

**DEPARTMENT:** Neighborhood Services Department

**PHONE:** (619) 336-4255

**APPROVED BY:** 

**EXPLANATION:**

This is a request from the National City Chamber of Commerce to conduct the 2<sup>nd</sup> Annual Bayside Brew and Spirits Festival on September 29, 2018 from 12 p.m. to 5 p.m. This event is being held at Pepper Park which requires a Port of San Diego large event permit. In accordance with the Unified Port of San Diego permit process, any event which could require Police or Fire services at Pepper Park must also process with the City of National City's designated departments to determine if permits are warranted and if fees apply. This process is to ensure that National City Police and Fire services are aware of large events planned at Pepper Park and that proper review for public safety is conducted.

The 2<sup>nd</sup> Annual Bayside Brew and Spirits Festival will host over forty local San Diego and Baja California micro breweries, ten spirits brand, ten food vendors and live entertainment. Proceeds from the festival will benefit A Reason to survive (ARTS), a National City non-profit organization helping youth realize their full potential through the arts and creative expression. Applicant will provide private security for the event.

Note: This event was approved by Council in 2017 with \$500 waiver.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

City fee of \$237.00 for processing the TUP, plus \$200.00 for the National City Fire Department Inspection fees.

Total fees \$437.00

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Approve the application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions. |





City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☒ Fair/Festival    ☐ Parade/March    ☐ Walk or Run    ☐ Concert/Performance  
☐ TUP    ☐ Sporting Event    ☐ Other (specify) \_\_\_\_\_

### Event Name & Location

Event Title 2nd Annual Bayside Brew and Spirits Festival

Event Location (list all sites being requested) Pepper Park, 3299 Tidelands Ave, National City, CA 91950

### Event Times

Set-Up Starts  
Date 9/29/18 Time 6:00am Day of Week Saturday

Event Starts  
Date 9/29/18 Time 12:00 pm Day of Week Saturday

Event Ends  
Date 9/29/18 Time 5:00pm Day of Week Saturday

Breakdown Ends  
Date 9/29/18 Time 9:00pm Day of Week Saturday



### Applicant Information

Applicant (Your name) Jacqueline Reynoso Sponsoring Organization National City Chamber of

Event Coordinator (if different from applicant) \_\_\_\_\_

Mailing Address 901 National City Blvd., National City, CA 91950

Day Phone 619-477-9339 After Hours Phone 619-477-9339 Cell 619-890-6614 Fax \_\_\_\_\_

Public Information Phone 619-477-9339 E-mail info@baysidebrewfest.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 6/28/2018

## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☒ No ☐

If YES, please explain the purpose and provide amount (\$):

\$35 Admission, \$75 VIP Admission, \$20 Parking, \$100/\$250/\$600 Vendor Booths. Sponsorships

\_\_\_\_\_

ranging from \$1000 to \$30000. Will cover event expenses and brewer attraction. Ticket proceeds partially benefit ARTS.

\$ 55,000.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 50,000.00 Estimated Expenses for this event.

\$ 5,000.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

☐ First time event ☒ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

A beer & music festival highlighting the unique culture of National City. We believe that bringing

\_\_\_\_\_

more micro-breweries and beer tasting rooms is a perfect fit. This is an annual event highlighting

\_\_\_\_\_

the city, the culture, and it's growing brewery and tasting room industry. The festival hosts over 40

\_\_\_\_\_

local San Diego and Baja California micro breweries, 10 spirits brands, and 10 food trucks/vendors,

\_\_\_\_\_

with different artists/bands playing throughout the day.

### Estimated Attendance

Anticipated # of Participants: 40 Anticipated # of Spectators: 1,200



**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): \_\_\_\_\_

Date and time of street closure: \_\_\_\_\_ Date and time of street reopening: \_\_\_\_\_

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☒ No ☐

☒ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):  
Pepper Park Vehicle Parking

☐ Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Inter City Public Safety  
will provide private event security as follows: Vendor loading: 2 Agents, 8am-11am

Parking/Traffic Control: 4 Agents (2 posted at roundabout, 1 at Harbor Lot, 1 at Union lot), 8am-9pm

Have you hired Professional Security to handle security arrangements for this event?

Yes ☒ No ☐ If YES, name and address of Security Organization Inter City Public Safety

Security Director (Name): Victor Gonzalez Phone: (866) 464-2771

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☒ First aid station to be staffed by professional company. ▶ Company American Medical Response

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Pepper Park is ADA Accessible, including ADA parking and ramps.

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### Elements of your Event

Setting up a stage? Yes ☒ No ☐

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☒ Applicant providing own stage ▶ 24" X 16" (Dimensions)

#### Setting up canopies or tents?

1 # of canopies size 20" X 20"

40 # of tents size 10" X 10"

☐ No canopies/tents being set up

#### Setting up tables and chairs?

☒ Furnished by Applicant or Contractor

60 # of tables ☐ No tables being set up

100 # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

           # of tables ☐ No tables being set up

           # of chairs ☐ No chairs being set up

Contractor Name Patty's Party Rentals

Contractor Contact Information 2601 Hoover Ave, Ste A-B National City, CA 619-336-0467  
Address City/State Phone Number



**Setting up other equipment?**

☐ Sporting Equipment (explain) \_\_\_\_\_

☒ Other (explain) Bike rack barricades and 8ft fencing

☐ Not setting up any equipment listed above at event

**Having amplified sound and/or music?** Yes ☒ No ☐

☒ PA System for announcements ☒ CD player or DJ music

☒ Live Music ➤ ☒ Small 4-5 piece live band ➤ ☐ Large 6+ piece live band

☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ➤ Contractor Name Refugio Music

➤ 1633 Hoover Ave National City, CA 239-247-9454  
Address City/State Phone Number

**Using lighting equipment at your event?** Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ➤ Company Name \_\_\_\_\_

\_\_\_\_\_ Address City/State Phone Number

**Using electrical power?** Yes ☒ No ☐

☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration

☒ Bringing in generator(s) ☒ For sound and/or lighting ☒ For food and/or refrigeration

**Vendor Information**

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

**Having food and non-alcoholic beverages at your event?** Yes ☒ No ☐

☒ Vendors preparing food on-site ➤ # 4 ➤ Business License # List attached

If yes, please describe how food will be served and/or prepared: Description attached

If you intend to cook food in the event area please specify the method:  
☒ GAS ☒ ELECTRIC ☒ CHARCOAL ☐ OTHER (Specify): \_\_\_\_\_

☐ Vendors bringing pre-packaged food ➤ # \_\_\_\_\_ ➤ Business License # \_\_\_\_\_

☒ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ➤ # 4

☒ Vendors selling food # 4 ➤ Business License #(s) \_\_\_\_\_

☒ Vendors selling merchandise # 4 ➤ Business License #(s) \_\_\_\_\_



☐ Food/beverages to be handled by organization; no outside vendors

☒ Vendors selling services # 2 ▶ Business License #(s) \_\_\_\_\_

▶ Explain services Resorts/Vacations

☒ Vendors passing out information only (no business license needed) # 38

▶ Explain type(s) of information 27 Brewers, 4 distilleries, 2 wineries, 8 sponsors

☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_

☐ Inflatable bouncer slide # \_\_\_\_\_ ☒ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other \_\_\_\_\_

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # \_\_\_\_\_

Dimensions \_\_\_\_\_ Duration \_\_\_\_\_

Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☒ No ☐

☒ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe \_\_\_\_\_

## Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☒ Yes, we will post signage # 35 Dimensions                      Description attached                     

☐ Yes, having inflatable signage #                      ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # 8

☐ What will signs/banners say? Bayside Brew and Spirits Festival, Pepper Park, 12pm-5pm, 9/29/18

☐ How will signs/banners be anchored or mounted? A-frames, Metal stands, yard posts, bungee cords, zip ties

## Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

if yes, please identify the following:

▶ Total number of portable toilets: 8

▶ Total number of ADA accessible portable toilets: 2

☒ Contracting with portable toilet vendor. ▶ Safiros Sanitations, 619-232-8606

▶ Load-in Day & Time 8:00am

Company                      Phone                       
▶ Load-out Day & Time 7:00pm

☒ Portable toilets to be serviced. ▶ Time Throughout event

## Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ▶ # of set-up day(s)                     

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

### NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

#### Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) \_\_\_\_\_
- ☒ No, breakdown will occur on the event day.

#### How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☒ Using professional cleaning company during and after event.

### Miscellaneous

Please list anything important about your event not already asked on this application:

Please see event map, security plan, and request to waive event permit and related fees

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**Please make a copy of this application for your records.  
We do not provide copies.**





# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event:	<u>Bayside Brew and Spirits Festival</u>		
Event Address:	<u>Pepper Park, 3299 Tidelands Ave, Nati</u>	Expected # of Attendees:	<u>1,200</u>
Event Host/Coordinator:	<u>National City Chamber of Commerce</u>	Phone Number:	<u>619-477-9339</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>25</u>	Y		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>25</u>	Y		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	Y		
Do all storm drains have screens to temporarily protect trash and debris from entering?	Y		
Are spill cleanup kits readily available at designated spots?	Y		

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; If not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: National City Chamber of Commerce  
Person in Charge of Activity: Jacqueline Reynoso  
Address: 901 National City Blvd., National City, CA 91950  
Telephone: 619-477-9339 Date(s) of Use: 09-29-2018

### HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: 

Official Title: President/CEO Date: 6/28/2018

For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_





National City Chamber of Commerce  
901 National City Blvd.  
National City, CA, 91950  
Business: (619) 477-9339  
Fax: (619) 477-5018  
Email: [info@nationalcitychamber.org](mailto:info@nationalcitychamber.org)  
Website: [www.nationalcitychamber.org](http://www.nationalcitychamber.org)

June 28, 2018

Honorable Mayor and Council  
City of National City  
1243 National City Blvd.  
National City, CA 91950

**To Whom it May Concern:**

The National City Chamber of Commerce is honored to host the 2<sup>nd</sup> Annual Bayside Brew & Spirits Festival at Pepper Park on September 29, 2018. As part of our permit application to the Port of San Diego for use of Pepper Park and Port facilities, the port requires that we obtain a fire permit, TUP, and sign off on our ABC license from the City of National City.

We respectfully request a waiver of fees for this event by the City of National City. We are working hard to deliver a first rate event for the public to enjoy. Together, we are placing National City and the Cali-Baja region on the on the map as an emerging craft beer market. Your continued and additional support helps us sustain a vibrant economy for our residents to enjoy.

**ABOUT THE EVENT (Press Release attached)**

Title sponsor, the Port of San Diego and event founder, the National City Chamber of Commerce – have partnered with the City of National City and the Consul General of Mexico in San Diego to give participants the opportunity to explore working relationships with breweries and spirit manufacturers on both sides of the U.S.-Mexico Border. The event will also feature wines from Valle de Guadalupe and some of Mexico's finest tequila, mescal and whiskey. Proceeds from the festival will benefit recruitment and promotional efforts to market National City as a desirable location for Brewery investors.

The event is also a reflection of National City's gradual emergence as a multi-cultural destination and residential community just 10 minutes from downtown San Diego. Its affordability and location are increasingly attracting millennials, young entrepreneurs, healthy food eateries and – perhaps most important – developers with a sensitivity to its contemporary tastes and unique urban and multi-cultural tapestry.

One already-clear result of the upcoming event is that it has helped forge stronger ties between the city of National City, the Port of San Diego, the San Diego Tourism Authority, the San Diego Brewers Guild, the South Bay Craft Beer Business Guild, and craft brewers. These ties clearly point toward job creation, increased tourism and boosted tax revenues. Event information may be found at [www.baysidebrewfest.com](http://www.baysidebrewfest.com).

Thank you for your consideration and support of our annual events. We appreciate your consideration of our request for a fee waiver.

Sincerely,

Jacqueline L. Reynoso  
President/ CEO  
National City Chamber of Commerce







Google Maps

September 29, 2018 Parking Map - Pepper Park  
3299 Tidelands Ave., National City, CA 91950  
60 Reserved Spaces







## Brew Fest Signage Sites For Event Promotion

### **A Frame Signage (Dimension: 35X 20)**

1. Wal Greens Marquee (Euclid)
2. Cornerstone Church
3. Cal-Trans/City (805 overpass @ Market/E. Plaza)
4. Mile of Cars – Dealerships and NC Blvd.
5. Pier 32 Marina
6. Pepper Park

### **City Intersections:**

7. NC Blvd & Sweetwater Rd.
8. NC Blvd. & 8<sup>th</sup> Street
9. NC Blvd. & 24<sup>th</sup> Street
10. Plaza Blvd. & Euclid Ave.
11. Sweetwater Rd. & 24<sup>th</sup> Street
12. Main Street and Division St.
13. Division & Euclid Ave.
14. Division & Palm Ave.
15. Division & Highland Ave.
16. Highland & 8<sup>th</sup> Street
17. Highland & Plaza Blvd
18. Highland & 24<sup>th</sup> Street
19. Sweetwater & Euclid Ave
20. Marina Way & Bay Marina Drive
21. Exit off of 5 Freeway and Bay Marina Drive
22. Exit off of 5 Freeway and 8<sup>th</sup> Street
23. Exit off of 805 Freeway and Sweetwater Rd.
24. Exit off of 54 Freeway and Reo Drive

### **Hanging Banners**

25. Goodies Bar & Grill
26. Clarion Hotel (Facing Freeway)
27. U-Haul (Facing Freeway)
28. Fence at Vacant Lot next to Chamber of Commerce along east side of NC Blvd.
29. Pepper Park

### **Moving Ads**

30. MTS (Bus stop signage & decals on vehicles)
31. National City School Marquees
32. Westfield Plaza Bonita Mall
33. Mile of Cars – 3 Freeway Message Boards

**Bayside Brew and Spirits Festival**  
**September 29, 2018**  
**Additional Information / Plans as Requested**

**Parking/Transportation Plan**

Parking / Traffic Control

**6 Agents - 10am-6pm**

- 2 posted at roundabout – to direct vendors / food trucks and let attendees know to park on street if they missed the signs along with monitor our ride share drop-off/pick-up which will be at the roundabout. If guests have purchased parking pass they will be allowed into the parking lot.
- One agent at Harbor Meat lot
- One agent at Union Parking Lot
- One Agent at each entrance to Best Western Marina Gateway (2 guards)

Parking

- NCCC requests use of the entire Pepper Park parking lot (60 spaces total) as well as access to Harbor Meat and Union Parking Lots for our event, so that we control who can park there.
- There will be a drop off zone at Pepper Park for Lyft/ Uber/ Ride Share users.
- We are posting "No Event Parking" Signs at both entrances to Best Western Marina Gateway, and placing 1 security guard at each entrance (2 guards)
- We are posting a "No Event Parking" A frame sign at the entrance to Pier 32 Marina/ Waterfront Grille.

Ride Share

- In addition to parking we have partnerships with UBER and LYFT to encourage safe transport to/from the event and will have a drop off at the round-about.

**Medical Services Plan**

NCCC has retained American Medical of San Diego to provide 2 EMTs / nurses to be on-site for the duration of the event. We also have an ambulance service on call should an emergency arise.

**Security Plan**

Estimating a total of 1,200 guests at this point, dependent on ticket sales we will have 30 security agents. All other agents will roam throughout the event to create a safe environment for attendees and park patrons.

**Private Security**

Inter City Security Services will provide private event security for the event as follows:

Day of Event:

- Vendor loading: 2 Agents (Day of event & Before arrival of guests) 8am - 11am

- Parking / Traffic Control: 6 Agents (2 posted at roundabout, one at Harbor Lot, one at Union lot, 2 at Best Western Lots) 8am-9pm
- Main Entrance: 12 Agents (8 for searching and checking ID's and 4 for monitoring line or help processing, to be deployed inside event after guests enter)
- Exit Gate: 2 Agents
- Interior of Event: 4 Agents Roaming/Relief
- Fence: 1 Agent Roaming

### **Waste Removal Plan**

EDCO will donate 1 large bin, with liner on bottom, and all trash boxes and liners (both regular and recycling). I am requesting 25 recycling, and 25 regular, plus a complete roll of liners.

We have also retained Gorilla Waste Management to clean during the event. The day of the event we will have 4 attendants to pick up trash. They will return the day after the event to ensure all material and waste is removed.

### **Pollution Prevention Plan**

Gorilla Waste Management staff will monitor the space to ensure that no waste ends up in the bay. The dumpster will be lined. No paper will be distributed at the event. The food vendors will all be as far away from the bay as possible to make sure no waste ends up in the bay.

Food Vendors

Company Name	Contact Name	Meeting Address	City	State	Zip Code	Phone	Day or Cell Number	Email	Ref. Request Number	Booth Dimensions
Reina Pepiada Venezuelan Food	Yeraldin Mora Ramirez	276 1/2 Ash Ave	Chula Vista	CA	91910	619-872-1786	619-872-1787	pepiadavz1food@gmail.com	DEH2018-FTEV-013109	10' x 20'



**Vendor CONTACT SHEET** Bayside Brew Fest

Organization Name	City/State	Lat. / Long.	National Address	City	Country or State	Phone	Fax or Cell Number	Special	Age	Sex	Interests / Hobbies	Special Needs
Sobsec-City of Chula Vista	Victor											Comp 20'X20'
UHAUL	Don							ysanchez@chulavistaca.gov	N/A			Corp 10'X10'
Seven Mile Casino	Padro								N/A			Corp 10'X10'
Entrevision San Diego									Class Sponsor			10'X20'
China Visa Call Center	Rebecca							rdelbono@chulavistaca.com	Media Sponsor			10'X10'
									\$ 250.00		Invited 8/28/18	



**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **National City Chamber of Commerce**  
EVENT: **2<sup>nd</sup> Annual Bayside Brew and Spirits Festival**  
DATE OF EVENT: **September 29, 2018**

**APPROVALS:**

DEVELOPMENT SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
RISK MANAGER	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
PUBLIC WORKS	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FIRE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
POLICE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
CITY ATTORNEY	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
COMMUNITY SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
NEIGHBORHOOD SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES (619) 336-4318**

Building

No comments

Planning

- Speakers and/or lights shall be directed away from neighboring residential properties.
- All activities shall comply with the noise limits set forth in Table III of NCMC Title 12 (Noise)
- All applicable permits related to the sale and/or serving of alcohol shall be procured from the Dept. of Alcoholic Beverage Control (ABC)

Engineering

No comments

**CITY ATTORNEY**

Approved on condition that Risk Manager approves.

## **POLICE DEPARTMENT**

The actual number of 30 security guards should suffice. This needs to be a 21 and over event only. Control access of coming and going. Security must be posted on ingress and egress. 30 license security guards for this event.

The fencing must be in compliance to ABC restrictions and should include at minimum of 5' fencing.

Patrol officers will monitor this event to provide extra patrol.

## **NEIGHBORHOOD SERVICES**

***Neighborhood Notifications*** – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

## **PUBLIC WORKS (619)366-4580**

No involvement

## **FINANCE**

All vendors need a business license. All food vendors need business license and Health Permit.

## **COMMUNITY SERVICES**

No involvement

## **RISK MANAGER (619) 336-4370**

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary for the Applicant, the Security and Crowd Control Provider (Inter City Safety) and the Event Medical Provider (American Medical Response) to provide the following:

- A valid copy of the Certificate of Liability Insurance from the applicant, Inter City Safety and American Medical Response.
- The insurance policy has a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The applicant, Inter City Safety and American Medical Response must each provide a separate additional insured endorsement wherein it notes as the additional insured as "The City of National City, its officials, agents, employees and volunteers"
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder must reflect:  
City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA. 91950-4397

It should be noted that the Indemnification and Hold Harmless Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

## **FIRE (619) 336-4550**

### **INSPECTION REQUIRED**

**Total fee amount for all Fire Department permits is After Hours Inspection \$200, total (\$200.00) dollars. Fees can only be waived by City Council.**

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- 1) Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Department access into and through canopy areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 14 feet.

- 3) Fire Hydrants shall not be blocked or obstructed.
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s).
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s).
- 6) Provide a 2A:10BC fire extinguisher at stage if stage is being used. Extinguisher to be mounted in a visible location between 3½' to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance.
- 7) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example.**
- 8) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- 9) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only.
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.
- 11) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred **(\$200.00) dollars.**
- 12) First Aid shall be provided by organization.
- 13) Provide map of VIP site area, all ADA accessibility, exit plan and all dimensions (Building Official will need to evaluate for exiting and occupant load, fees will apply). Will food be served in this area, (how what type)?
- 14) Provide map of entire fenced area, all ADA accessibility, exit plan and all dimensions (Building Official will need to evaluate for exiting and occupant load, fees will apply).

- 15) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents shall be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 16) Exit openings from tents shall remain open unless covered by a flame –resistant curtain. The curtain shall comply with the following:
- Curtains shall be free sliding on a metal support. The support shall be a minimum of 80 inches above the floor level at the exit. Then curtains shall be so arranged that, when open, no part of the curtain obstructs the exit.
  - Curtains shall be of a color, or colors, that contrast with the color of the tent.
- 17) In public tent areas, smooth surfaced, unobstructed aisles having a minimum width of not less than 44 inches shall be provided from seating areas, and aisles shall be progressively increased in width to provide, at all points, not less than 1 foot of isles width for each 50 persons served by such aisles at the point.
- 18) All chairs used for seating inside or outside tents/canopies shall be secured to one another using approved chair binding methods.
- 19) Exits shall be clearly marked. Exit signs shall be installed at required exit doorways and where otherwise necessary to indicate clearly the direction of egress when the exit serves and occupant of 50 or more

- 20) Exit signs shall be **GREEN** in color and shall be of an approved self-lumination type or shall be internally or externally illuminated by luminaries supplied in the following manner:
- Two separate circuits, one of which shall be separated from all other circuits, for occupant loads of 300 or less.
- 21) Means of egress shall be illuminated with light (Bug Eyes) having an intensity of not less than 1 foot-candle at the floor level while the structure is occupied. Fixtures required for means of egress illumination shall be supplied from a separate circuit or source of power.
- 22) Exits, aisles and passageways shall not be blocked or have their minimum clear width obstructed in any manner by ticket offices, turnstiles, concessions, chairs, equipment, animal chutes, poles, or guy ropes, or anything whatsoever, not shall they be blocked by persons, for whom no seats are available.
- 23) Internal combustion power sources that may be used for emergency power shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted prior to start of the event.
- 24) Internal combustion power sources (Generators/Transformers) shall be isolated from contact with the public by either physical guards, fencing or an enclosure. Internal combustion power shall be at least **20** feet away from the tent and shall be provided with a fire extinguisher rated at minimum of 10 B-C.
- 25) Internal combustion power sources that may be used shall be of adequate capacity to permit uninterrupted operation during normal operating hours.
- 26) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only. Consult building official for requirements.
- 27) Every room or space that is an assembly occupancy shall have the occupant load of the tent or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or authorized agent. The maximum occupant load of this space shall be based on room set-up and items placed inside tents or canopies. **The maximum occupancy load shall posted by the Building Official based on room configuration.** At no time shall the owner or agent allow the posted occupant load to be exceeded.
- 28) Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted.



- 29) **A Traffic Plan and Parking Plan with Emergency Access into Pepper Park from Marina Way and/or Tidelands Ave. to W. 32<sup>nd</sup> Street is required and must be maintained as with NO PARKING ZONES, PATROLLED AND HAVE VEHICLES REMOVED THROUGHOUT THE ENTIRE EVENT.**
- 30) **Automobiles, Food Trucks and other internal combustion engines shall be a minimum distance of twenty feet (20) from tents and canopies.**
- 31) First Aid will be provided by the organizer.
- 32) The Event shall provide 2A: 10BC fire extinguishers mounted throughout in addition to the specific ones required. This can be accomplished by placing them at a 75 feet travel distance layout around the event. Contact the fire department for additional information if needed.
- 33) Where are the food trucks being placed?
- 34) Will there be any other cooking?
- 35) There shall be trained Crowd Managers or crowd manager/supervisors at a ratio of one crowd manager/supervisors for every 250 occupants, as approved in addition to the security.
- 36) Where are you planning on parking the vehicles not allowed at Pepper Park with possibly 1250 vehicles in attendance? This should be part of the traffic/parking plan.
- 37) Does the stage have walls or a cover? Please provide the state flame resistance certification.

The following page(s) contain the backup material for Agenda Item: Certificate of Sufficiency of Petition - Rent Control and Direct Further Action Under Section 9215 of the Election Code. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** July 17, 2018

**AGENDA ITEM NO.**

**ITEM TITLE:**

Certificate of Sufficiency of Petition – Rent Control and Direct Further Action Under Section 9215 of the Election Code.  
(City Clerk)

**PREPARED BY:** Michael R. Dalla

**DEPARTMENT:** City Clerk

**PHONE:** 619-336-4226

**APPROVED BY:** 

**EXPLANATION:**

An initiative petition titled, “**A Measure to Establish a Program of Residential Rent Control, Including Just Cause for Eviction and Rent Stabilization Provisions, and Creating a Five-Member Rent Board to Administer and Enforce the Program**” was filed in the City Clerk’s office on May 17, 2018.

The Registrar of Voters has verified that the petition contains sufficient valid signatures. As required by the Elections Code, notification of certification of a sufficient petition must be made to the City Council at their next regular meeting.

Upon such notification the City Council shall do one of the following:

- (a) Adopt the Ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented.
- (b) Submit the ordinance, without alteration, to the voters pursuant to subdivision (b) of Section 1405b of the Election Code.
- (c) Order a report pursuant to Section 9212 at the regular meeting at which the certification of the petition is presented. When the report is presented, the City Council shall either adopt the ordinance within 10 days or order an election.

**FINANCIAL STATEMENT:**

**APPROVED:** 

Finance

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_

MIS

001-402-021-212-000 Elections

\$50,000 has been budgeted for our Municipal Election. Adding a measure to the ballot may result in additional costs, unknown at this time.

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Direct staff to prepare the following resolutions for consideration at the Adjourned Regular Meeting of July 24<sup>th</sup>: a) Calling and Giving Notice of a Special Election, b) Ordering the Submission of a Measure, c) Requesting Consolidation with the Statewide General Election and d) Authorizing the filing of an Impartial Analysis by the City Attorney and Written Arguments.

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

Certificate of Sufficiency of Petition.





## City of National City Office of the City Clerk

1243 National City Boulevard, National City, CA 91950-4397

Michael R. Dalla, CMC - City Clerk

(619) 336-4228 Fax: (619) 336-4229

### CERTIFICATE OF SUFFICIENCY OF PETITION

I, Michael R. Dalla, City Clerk of the City of National City, County of San Diego, State of California, hereby certify:

That an initiative petition titled, **"A Measure to Establish a Program of Residential Rent Control, Including Just Cause for Eviction and Rent Stabilization Provisions, and Creating a Five-Member Rent Board to Administer and Enforce the Program"** was filed in my office on May 17, 2018.

That the Registrar of Voters of the County of San Diego conducted a verification of 100% of the 3,009 signatures submitted. A total of 2,390 signatures were verified to be valid. Results of the verification process are as follows:

- Number of sections submitted ..... 215
- Number of signatures submitted ..... 3,009
- Number of signatures verified (100%) ..... 3,009
- Number of signatures found to be valid ..... 2,390
- Number of signatures found not to be valid (includes 131 duplicates) ..... 619
- Number of signatures required for qualification ..... 2,248

Based on the above, the petition is certified to contain sufficient valid signatures.

IN WITNESS THEREOF, I hereunto set my hand and affixed the official seal of the City of National City this 2<sup>nd</sup> day of July, 2018.

  
Michael R. Dalla, City Clerk

